

# WASTE CHARACTERIZATION REPORT

☒ New Waste? ☐ Reapproval? Previous Approval No.

T# 114059

## Section A - Treatment and Disposal

(please check one)

☒ Michigan Disposal Waste Treatment Plant  
(Waste Stabilization and Treatment)  
49350 N. I-94 Service Drive  
Belleville, MI 48111  
Customer Satisfaction: (800) 592-5489

☐ Michigan Recovery Systems, Inc.  
(Waste Solvent Recovery, Fuel Blending)  
36345 Van Born Road  
Romulus, MI 48174  
Customer Satisfaction: (800) 521-0998

☐ Wayne Disposal, Inc. - Subtitle C Landfill  
(Secure Hazardous Waste Landfill)  
49350 N. I-94 Service Drive  
Belleville, MI 48111  
Customer Satisfaction: (800) 592-5489

Are transportation, site or special services needed?

☒ Yes ☐ No

If yes, please explain ROLL OFFS

## Section B - Customer Information

SIC # \_\_\_\_\_  
Generator US EPA ID # 0HD004278628  
Generator U.S. EPA Dayton Electroplating  
Facility Address 1030 Valley St.  
City Dayton State OH Zip 45054

EQ Customer No. 2309  
Invoicing Company Smith Technology  
Address 2080 S. Carboy  
City MT Prospect State IL Zip 60056  
Country U.S.  
Invoicing Contact TOOO Ritsema  
Phone 847-437-3408 Fax 847-437-6064  
Technical Contact Same  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Purchasing Contact Same

☒ Mailing Address (if different) 26 WEST M.L.KING DR. (B-2)  
City CINCINNATI State OH Zip 45268  
Generator Contact Steve Renninger  
Title OSC  
Phone 513-569-7539 Fax \_\_\_\_\_

Is a Purchase Order or Release required for EQ to receive payment on this waste stream? ☒

If yes, please list P.O. and/or Release No: TO FOLLOW

Is this waste stream Surcharge Exempt? ☒ Yes ☐ No

If yes, Surcharge Exemption Form must be submitted with this Waste Characterization Report and with every waste shipment.

US EPA RECORDS CENTER REGION 5



439294

## Section C - Shipping and Handling Information

1) Is this waste Reactive, Shock Sensitive, Pyrophoric, Explosive, Infectious or Radioactive? ☐ Yes ☒ No

If yes, please explain and/or call 1-800-592-5489 for assistance

2) Is this waste an Oxidizer? ☐ Yes ☒ No

3) Shipping mode: ☒ Bulk Solid (Yd<sup>3</sup> < 2000 lbs/yd<sup>3</sup>) ☐ Bulk Solid (Ton > 2000 lbs/yd<sup>3</sup>) ☐ Bulk Liquids (gal)

☐ Cubic Yard Boxes

☐ Drums

☐ Other (palletized, 5 gallon pails, etc.)

4) Shipping volume per year \_\_\_\_\_ One time only volume 600 cu yds (est) (please explain)

5) DOT shipping name HAZARDOUS Waste, SOLID, N.O.S.

Hazard Class 9

UN/NA Number 3077

## Section D - Physical Characteristics

1) Color: White Odor (describe): None Free Liquids (%): 0 Solids (%): 100

2) pH Range: ☐ <2 ☐ 2-4.9 ☒ 5-9.9 ☐ 10-12.4 ☐ >12.5

3) Flash Point: ☐ <90 °F ☐ 90-140 °F ☐ >140 °F ☒ >200 °F

4) Physical state at 70 °F: ☒ Solid ☐ Dust ☐ Liquid ☐ Soil ☐ Sludge (non pumpable)

5) Does this waste contain debris? ☒ Yes ☐ No

If yes, please describe whole vats, ROLA Empty Drums, PIPE, PVC, Metal, etc.

**Section E - Generating Process and Regulatory Information**

- 1) Waste common name: FOO7, F008 DEBRIS
- 2) Provide a detailed description of the process(es) generating this waste (describe each step and attach a flow diagram, if available): CENLLA Clean up of former F006-F009  
Plating facility

3)

Describe the composition of the waste (attach analytical data or MSDS's, if available):

WHOLE VATS	60	to	70	%
RCRA EMPTY DRUMS	10	to	20	%
PIPE, PVC, METAL, FIBERGLASS, WOOD	10	to	20	%
FLOOR SWEEPINGS, CONCRETE	1	to	5	%
		to		%

Total = 100 %

- 4) Based upon RCRA waste regulations (40 CFR 261), Michigan Act 451 Rules, and TSCA regulations:

	Yes	No	Code or Comment
A) Is this an EPA RCRA hazardous waste (D, F, K, U or P)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>F007, F008</u>
B) Does this waste leach Copper > 100 mg/l or Zinc > 500 mg/l?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
C) Is this an EPA RCRA Characteristic (D-coded) hazardous waste containing underlying hazardous constituents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If yes, please fill out UTS Certification Form provided.			
D) Is this a Michigan Act 451 nonhazardous liquid waste?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
E) Is this a Michigan Act 451 hazardous waste?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
F) Does this waste exceed LDR treatment standards?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>F007, F008</u>
G) Does this waste contain free liquids? (use paint filter test)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
H) Does this waste contain metallic fines or powders?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
I) Does this waste contain greater than or equal to 500 ppmw VOC?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
J) Does this waste contain reactive cyanide above 250 ppm or reactive sulfide above 500 ppm?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
K) Is this a dioxin or furan bearing waste as per 40 CFR part 261.31?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
L) Does this waste contain HOCs > 1000 ppm?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
M) Is this a liquid waste containing Nickel > 134 mg/l or Thallium > 130 mg/l?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
N) Does this waste contain asbestos?(friable or nonfriable?)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
O) Does this waste contain biodegradable sorbents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
P) Is this a PCB waste regulated by TSCA?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

If yes, please complete Section G.

**Section F - Reclamation/Recycling/Fuel Blending**

(Complete for Michigan Recovery Systems, Inc. Only)

N/A

- 1) Heat value (BTU/lb): \_\_\_\_\_ 3) Chlorine(%): \_\_\_\_\_ 5) PCBs (total ppm): \_\_\_\_\_
- 2) Water (%): \_\_\_\_\_ 4) Solids (%): \_\_\_\_\_

**Section G - PCB**

(Complete only if you answered "yes" to Section E, Question 4P)

- 1) Does the waste contain PCBs at >50 ppm or is the PCB contamination from a source with concentration of >50 ppm? Yes ☐ No ☒
- 2) Does this waste contain free liquids? (use paint filter test) Yes ☐ No ☒
- 3) Is the non-liquid PCB waste in the form of soil, rags, or other debris? Yes ☐ No ☒
- 4) Do the PCB capacitors come from a PCB capacitor or equipment manufacturer? Yes ☐ No ☒ NA
- 5) Has the PCB Article (e.g., transformer, hydraulic machine, PCB-contaminated electrical equipment) been drained of all PCBs and decontaminated in accordance with 40 CFR 761.60(b)? Yes ☐ No ☒

## Section II - TCLP Regulatory Action Levels Certifications

Please indicate which constituent concentrations are below the regulatory level in column 1 or write in the actual level if the concentration is greater than the regulatory level in column 2:

Based on:

☐ Analysis☒ Generator Knowledge(Is analysis attached? Yes ☒ No)

Code	(1) Concentration (mg/l)	(2) Actual Concentration	Code	(1) Concentration (mg/l)	(2) Actual Concentration
D004 Arsenic	<5	NA	D023 O-Cresol	<200	NA
D005 Barium	<100	5	D024 M-Cresol	<200	
D006 Cadmium	<1	21	D025 P-Cresol	<200	
D007 Chromium	<5	25	D026 Cresols	<200	
D008 Lead	<5	NA	D027 1,4-Dichlorobenzene	<7.5	
D009 Mercury	<0.2	6	D028 1,2-Dichloroethane	<0.5	
D010 Selenium	<1	9	D029 1,1-Dichloroethylene	<0.7	
D011 Silver	<5		D030 2,4-Dinitrotoulene	<0.13	
D01D Copper	<100	7100	D031 Heptachlor	<0.008	
D03D Zinc	<500	5500	D032 Hexachlorobenzene	<0.13	
D012 Endrin	<0.02	NA	D033 Hexachlorobutadiene	<0.5	
D013 Lindane	<0.4		D034 Hexachloroethane	<3.0	
D014 Methoxychlor	<10		D035 Methyl Ethyl Ketone	<200	
D015 Toxaphene	<0.5		D036 Nitrobenzene	<2	
D016 2,4-D	<10		D037 Pentachlorophenol	<100	
D017 2,4,5-TP(silver)	<1		D038 Pyridine	<5	
D018 Benzene	<0.5		D039 Tetrachloroethylene	<0.7	
D019 Carbon- Tetrachloride	<0.5		D040 Trichloroethylene	<0.5	
D020 Chlordane	<0.03		D041 2,4,5-Trichlorophenol	<400	
D021 Chlorobenzene	<100		D042 2,4,6-Trichlorophenol	<2	
D022 Chloroform	<6.0		D043 Vinyl Chloride	<0.02	

## Section I - Benzene NESHA 40 CFR 61, subpart FF

- Does the waste stream come from a facility with one of the SIC codes listed under the NESHA? Yes ☒ No If yes, which SIC Number? \_\_\_\_\_
- Does the waste contain >10 % water? Yes ☒ No
- Does the waste contain >1.0 mg/kg total Benzene? Yes ☒ No  
If no to Question 3, stop here. If yes, please answer the remaining questions.
- What is the total Benzene concentration in your waste? percent or 0 ppmw.  
(Do not use TCLP analytical results. Acceptable laboratory methods include 8020, 8240, 8260, 602, and 624.)
- Does your company treat wastes from facilities with Total Annual Benzene (TAB) >10 Mg/year? Yes ☒ No
- What is the TAB quantity for your facility? 0 Mg/Year

NESHA SIC CODES		
2812	2836	2875
2813	2841	2879
2816	2842	2891
2819	2843	2892
2821	2844	2893
2822	2851	2895
2823	2861	2899
2824	2865	2911
2833	2869	3312
2834	2873	4959
2835	2874	9511

## Section J - Certification

I authorize EQ's Resource Team to add supplemental information to the waste approval file provided I am contacted and give verbal permission. I authorize EQ's Resource Team to obtain a sample from any waste shipment for purposes of verification and confirmation.

I certify that all information (including attached information) is complete and factual and is an accurate representation of the known and suspected hazards, pertaining to the waste described herein.

Signature (S.L. Renninger) Title OSC

Printed Name S.L. RENNINGER Date 1/15/97

Company U.S. EPA

# ATTACHMENT 1

## 40 CFR 268.48 TABLE — UNIVERSAL TREATMENT STANDARDS (UTS); NON-WASTEWATER

**USEPA**

Dayton Electroplating      FOOT FOUR Debris      114059      1-15-97

(Generator)      (Waste Stream)      (Approval/Tracking No.)      (Date)

SEMIVOLATILES: (Please initial one of the certifications below)

I certify that the following constituents are present and are greater than (>) or equal to (=) the level shown.  
Please initial here: \_\_\_\_\_

I certify that none of the constituents shown below are present. Please initial here: ☒ SM

mg/Kg		mg/Kg		mg/Kg	
<input type="checkbox"/> 3.4	Acenaphthene	<input type="checkbox"/> 14	2,4-Dichlorophenol	<input type="checkbox"/> 4.6	Methyl parathion
<input type="checkbox"/> 3.4	Acenaphthylene	<input type="checkbox"/> 14	2,6-Dichlorophenol	<input type="checkbox"/> 14	O-Nitroaniline
<input type="checkbox"/> 9.7	Acetophenone	<input type="checkbox"/> 28	Diethyl Phthalate	<input type="checkbox"/> 28	p-Nitroaniline
<input type="checkbox"/> 140	2-Acetylaminofluorene	<input type="checkbox"/> 14	2,4-Dimethyl phenol	<input type="checkbox"/> 14	Nitrobenzene
<input type="checkbox"/> 23	Acrylamide	<input type="checkbox"/> 28	Dimethyl phthalate	<input type="checkbox"/> 13	o-Nitrophenol
<input type="checkbox"/> 14	Aniline	<input type="checkbox"/> 28	Di-n-butyl phthalate	<input type="checkbox"/> 29	p-Nitrophenol
<input type="checkbox"/> 3.4	Anthracene	<input type="checkbox"/> 2.3	1,4-Dinitrobenzene	<input type="checkbox"/> 17	N-Nitroso-di-n-butylamine
<input type="checkbox"/> 6.0	Benzal Chloride	<input type="checkbox"/> 2.5	2-sec-Buyl-4,6-dinitrophenol(Dinoseb)	<input type="checkbox"/> 28	N-Nitrosodimethylamine
<input type="checkbox"/> 3.4	Benzo (a) anthracene	<input type="checkbox"/> 160	4,6-Dinitro-o-cresol	<input type="checkbox"/> 2.3	N-Nitrosodimethylamine
<input type="checkbox"/> 6.8	Benzo (b) fluoranthene	<input type="checkbox"/> 160	2,4-Dinitrophenol	<input type="checkbox"/> 2.3	N-Nitrosomethylethylamine
<input type="checkbox"/> 6.8	Benzo (k) fluoranthene	<input type="checkbox"/> 140	2,4-Dinitrotoluene	<input type="checkbox"/> 2.3	N-Nitrosomorpholine
<input type="checkbox"/> 1.8	Benzo (g,h,i) perylene	<input type="checkbox"/> 28	2,6-Dinitrotoluene	<input type="checkbox"/> 35	N-Nitrosopiperidine
<input type="checkbox"/> 3.4	Benzo (a) pyrene	<input type="checkbox"/> 28	Di-n-octyl phthalate	<input type="checkbox"/> 35	N-Nitrosopyrrolidine
<input type="checkbox"/> 7.2	Bis (2-Chloroisopropyl) ether	<input type="checkbox"/> 14	Di-n-propylnitrosamine	<input type="checkbox"/> 28	5-Nitro-o-toluidine
<input type="checkbox"/> 15	4-Bromophenyl phenyl ether	<input type="checkbox"/> 13	Diphenylamine	<input type="checkbox"/> 4.6	Parathion
<input type="checkbox"/> 28	Butyl benzyl phthalate	<input type="checkbox"/> 13	Diphenylnitrosamine	<input type="checkbox"/> 10	Pentachlorobenzene
<input type="checkbox"/> 16	p-Chloroaniline	<input type="checkbox"/> 28	bis(2-Ethylhexyl) phthalate	<input type="checkbox"/> 4.8	Pentachloronitrobenzene
<input type="checkbox"/> 7.2	bis(2-Chloroethoxy) Methane	<input type="checkbox"/> 3.4	Fluoranthene	<input type="checkbox"/> 7.4	Pentachlorophenol
<input type="checkbox"/> 6.0	bis (2-Chloroethyl) ether	<input type="checkbox"/> 3.4	Fluorene	<input type="checkbox"/> 16	Phenacetin
<input type="checkbox"/> 3.4	Chrysene	<input type="checkbox"/> 10	Hexachlorobenzene	<input type="checkbox"/> 5.6	Phenanthrene
<input type="checkbox"/> 5.6	m-Cresol	<input type="checkbox"/> 5.6	Hexachlorobutadiene	<input type="checkbox"/> 6.2	Phenol
<input type="checkbox"/> 5.6	p-Cresol	<input type="checkbox"/> 30	Hexachloroethane	<input type="checkbox"/> 28	Phthalic acid
<input type="checkbox"/> 5.6	O-Cresol	<input type="checkbox"/> 2.4	Hexachlorocyclopentadiene	<input type="checkbox"/> 28	Phthalic anhydride
<input type="checkbox"/> 14	p-Chloro-m-cresol	<input type="checkbox"/> 30	Hexachloropropylene	<input type="checkbox"/> 1.5	Promamide
<input type="checkbox"/> 5.6	2-Chloronaphthalene	<input type="checkbox"/> 3.4	Indeno (1,2,3-c,d) pyrene	<input type="checkbox"/> 8.2	Pyrene
<input type="checkbox"/> 5.7	2-Chlorophenol	<input type="checkbox"/> 0.066	Isodrin	<input type="checkbox"/> 16	Pyridine
<input type="checkbox"/> 8.2	Dibenz (a,h) anthracene	<input type="checkbox"/> 2.6	Isosafrole	<input type="checkbox"/> 22	Safrole
<input type="checkbox"/> 0.10	tris(2,3-Dibromopropyl) phosphate	<input type="checkbox"/> 0.13	Kepon	<input type="checkbox"/> 14	1,2,4,5-Tetrachlorobenzene
<input type="checkbox"/> 6.0	m-Dichlorobenzene	<input type="checkbox"/> 1.5	Methapyrene	<input type="checkbox"/> 7.4	2,3,4,6-Tetrachlorophenol
<input type="checkbox"/> 6.0	o-Dichlorobenzene	<input type="checkbox"/> 15	3-Methylcholanthrene	<input type="checkbox"/> 7.4	2,4,5-Trichlorophenol
<input type="checkbox"/> 6.0	p-Dichlorobenzene	<input type="checkbox"/> 30	4,4-Methylene bis(2-chloroaniline)	<input type="checkbox"/> 7.4	2,4,6-Trichlorophenol

DIOXINS AND DIBENZOFURANS: (Please initial one of the certifications below)

I certify that the following constituents are present and are greater than (>) or equal to (=) the level shown.  
Please initial here: \_\_\_\_\_

I certify that none of the constituents shown below are present. Please initial here: ☒ SM

mg/Kg		mg/Kg		mg/Kg	
<input type="checkbox"/> 0.001	Pentachlorodibenzo-furans	<input type="checkbox"/> 0.001	Hexachlorodibenzo-furans	<input type="checkbox"/> 0.001	Tetrachlorodibenzo-furans
<input type="checkbox"/> 0.001	Pentachlorodibenzo-p-dioxins	<input type="checkbox"/> 0.001	Hexachlorodibenzo-p-dioxins	<input type="checkbox"/> 0.001	Tetrachlorodibenzo-p-dioxins

VSCPA

Dayton Electroplating  
(Generator)Foot Foot  
(Waste Stream)114059  
(Approval/Tracking No.)11/5/97  
(Date)

## CHLORINATED HERBICIDES, ORGANOCHLORINE PESTICIDES, ORGANOPHOSPHORUS COMPOUNDS, INORGANICS, AND PCB'S: (Please initial one of the certifications below)

I certify that the following constituents are present and are greater than (>) or equal to (=) the level shown.  
Please initial here: \_\_\_\_\_I certify that none of the constituents shown below are present. Please initial here: ☒ SM

mg/Kg		mg/Kg		mg/Kg	
<input type="checkbox"/> 0.066	Aldrin	<input type="checkbox"/> 0.087	o,p'-DDT	<input type="checkbox"/> 0.066	Heptachlor epoxide
<input type="checkbox"/> 0.066	alpha-BHC	<input type="checkbox"/> 0.087	p,p'-DDT	<input type="checkbox"/> 0.18	Methoxychlor
<input type="checkbox"/> 0.066	beta-BHC	<input type="checkbox"/> 0.13	Dieldrin	<input type="checkbox"/> 10	Total PCB's
<input type="checkbox"/> 0.066	delta-BHC	<input type="checkbox"/> 6.2	Disulfoton	<input type="checkbox"/> 4.6	Phorate
<input type="checkbox"/> 0.066	gamma-BHC (Lindane)	<input type="checkbox"/> 0.066	Endosulfan I	<input type="checkbox"/> 2.6	Toxaphene
<input type="checkbox"/> 0.26	Chlordane (alpha & gamma)	<input type="checkbox"/> 0.13	Endosulfan II	<input type="checkbox"/> 7.5	2,4,5-T
<input type="checkbox"/> 0.087	o,p'-DDD	<input type="checkbox"/> 0.13	Endosulfan sulfate	<input type="checkbox"/> 7.9	2,4,5-TP(Silvex)
<input type="checkbox"/> 0.087	p,p'-DDD	<input type="checkbox"/> 0.13	Endrin	<input type="checkbox"/> 590	Cyanides (total)
<input type="checkbox"/> 0.087	o,p'-DDE	<input type="checkbox"/> 0.13	Endrin aldehyde	<input type="checkbox"/> 30	Cyanides (amenable)
<input type="checkbox"/> 10	2,4-D	<input type="checkbox"/> 15	Famphur		
<input type="checkbox"/> 0.087	p,p'-DDE	<input type="checkbox"/> 0.066	Heptachlor		

## VOLATILES: (Please initial one of the certifications below)

I certify that the following constituents are present and are greater than (>) or equal to (=) the level shown.  
Please initial here: \_\_\_\_\_I certify that none of the constituents shown below are present. Please initial here: ☒ SM

mg/Kg		mg/Kg		mg/Kg	
<input type="checkbox"/> 160	Acetone	<input type="checkbox"/> 15	Dibromomethane	<input type="checkbox"/> 30	Methylene chloride
<input type="checkbox"/> 1.8	Acetonitrile	<input type="checkbox"/> 7.2	Dichlorodifluoromethane	<input type="checkbox"/> 160	Methyl methacrylate
<input type="checkbox"/> 84	Acrylonitrile	<input type="checkbox"/> 6.0	1,1-Dichloroethane	<input type="checkbox"/> 5.6	Naphthalene
<input type="checkbox"/> 10	Benzene	<input type="checkbox"/> 6.0	1,2-Dichloroethene	<input type="checkbox"/> 6.0	Pentachloroethane
<input type="checkbox"/> 15	Bromodichloromethane	<input type="checkbox"/> 6.0	1,1-Dichloroethylene	<input type="checkbox"/> 6.0	1,1,1,2-Tetrachloroethane
<input type="checkbox"/> 15	Bromoform (Tribromomethane)	<input type="checkbox"/> 30	trans-1,2-Dichloroethylene	<input type="checkbox"/> 6.0	1,1,2,2-Tetrachloroethane
<input type="checkbox"/> 15	Bromomethane (Methyl bromide)	<input type="checkbox"/> 18	1,2-Dichloropropane	<input type="checkbox"/> 6.0	Tetrachloroethylene
<input type="checkbox"/> 2.6	n-Butanol (n-Butyl alcohol)	<input type="checkbox"/> 18	cis-1,3-Dichloropropylene	<input type="checkbox"/> 10	Toluene
<input type="checkbox"/> 36	2-Butanone (Methyl ethyl ketone)	<input type="checkbox"/> 18	trans-1,3-Dichloropropylene	<input type="checkbox"/> 19	1,2,4-Trichlorobenzene
<input type="checkbox"/> 6.0	Carbon Tetrachloride	<input type="checkbox"/> 170	1,4-Dioxane	<input type="checkbox"/> 6.0	1,1,1-Trichloroethane
<input type="checkbox"/> 0.28	2-Chloro-1,3 butadiene	<input type="checkbox"/> 33	Ethyl acetate	<input type="checkbox"/> 6.0	1,1,2-Trichloroethane
<input type="checkbox"/> 6.0	Chlorobenzene	<input type="checkbox"/> 10	Ethyl benzene	<input type="checkbox"/> 6.0	Trichloroethylene
<input type="checkbox"/> 15	Chlorodibromomethane	<input type="checkbox"/> 360	Ethyl cyanide (Propanenitrile)	<input type="checkbox"/> 30	1,2,3-Trichloropropane
<input type="checkbox"/> 6.0	Chloroethane	<input type="checkbox"/> 160	Ethyl Ether	<input type="checkbox"/> 30	Trichloromonofluoromethane
<input type="checkbox"/> 6.0	Chloroform	<input type="checkbox"/> 160	Ethyl Methacrylate	<input type="checkbox"/> 30	1,1,2-Trichloro-1,2,2-trifluoroethane
<input type="checkbox"/> 30	Chloromethane (Methyl Chloride)	<input type="checkbox"/> 33	2-Hexanone (Methyl isobutyl)	<input type="checkbox"/> 6.0	Vinyl chloride
<input type="checkbox"/> 30	3-Chloropropylene	<input type="checkbox"/> 65	Iodomethane	<input type="checkbox"/> 30	Xylene-mixed isomers (Total)
<input type="checkbox"/> 15	1,2-Dibromo-3-chloropropane	<input type="checkbox"/> 170	Isobutanol (isobutyl alcohol)		
<input type="checkbox"/> 15	1,2-Dibromoethane (ethylene dibromide)	<input type="checkbox"/> 84	Methacrylonitrile		

## METALS AND VOLATILES BY TCLP: (Please initial one of the certifications below)

I certify that the following constituents are present and are greater than (>) or equal to (=) the level shown.  
Please initial here: SMI certify that none of the constituents shown below are present. Please initial here: ☒ SM

mg/Kg		mg/Kg		mg/Kg	
<input type="checkbox"/> 2.1	Antimony	<input checked="" type="checkbox"/> 0.37	Lead	<input type="checkbox"/> 0.23	Vanadium*
<input type="checkbox"/> 5.0	Arsenic	<input type="checkbox"/> 0.025	Mercury	<input checked="" type="checkbox"/> 5.3	Zinc*
<input type="checkbox"/> 7.6	Barium	<input checked="" type="checkbox"/> 5.0	Nickel	<input type="checkbox"/> 0.75	Methanol
<input type="checkbox"/> 0.014	Beryllium	<input type="checkbox"/> 0.16	Selenium	<input type="checkbox"/> 4.8	Carbon disulfide
<input checked="" type="checkbox"/> 0.19	Cadmium	<input type="checkbox"/> 0.30	Silver	<input type="checkbox"/> 0.75	Cyclohexanone
<input checked="" type="checkbox"/> 0.36	Chromium (total)	<input type="checkbox"/> 0.078	Thallium		

\*Not underlying hazardous constituents (see 60 FR Jan. 3, 1995)

**ATTACHMENT 2**  
**CERTIFICATION FORM — UNIVERSAL TREATMENT STANDARDS (UTS)**

VSEPA  
Dayton Electroplating      F007, F008      114059      1-15-97  
(Generator)      (Waste Stream)      (Approval/Tracking No.)      (Date)

**CERTIFICATION FORM**  
**UNIVERSAL TREATMENT STANDARDS (UTS)**

The Environmental Protection Agency (EPA) has promulgated new treatment standards for wastes displaying the characteristic of ignitability (D001), and/or corrosivity (D002), and/or toxicity (D012-43). Those ignitable wastes containing greater than 10% total organic carbon (i.e., D001 high TOC subcategory) do NOT require completion of this Certification Form. [September 19, 1994 (59FR 47982-48110); corresponding to 40 CFR Parts 148, 260, 261, 264, 265, 266, 268, and 271].

In response to these new treatment standards, EQ - The Environmental Quality Company must be assured that all waste streams of concern comply. The generator may make this determination based on waste analysis data, knowledge of the waste or both. When the determination is based on generator knowledge, the EPA requires that the generator's operating record and all supporting data used to make this determination be kept by the generator.

EQ is requesting that you certify that the waste material corresponding to:

Approval or T # 114059 ☒ DOES ☐ DOES NOT (circle one) contain hazardous constituents as listed in 40 CFR 268.48 Table — Universal Treatment Standards (UTS), see Attachment 1.

**IF YOU HAVE MATERIAL THAT DOES CONTAIN HAZARDOUS CONSTITUENTS**  
(constituents are at a concentration ABOVE the treatment standard):

☒ S. L. KENNINGER, hereby certify that this waste material corresponding to  
(Printed Name)

Approval or T # 114059 contains only the hazardous constituents that have been circled/marked on Attachment 1.

**IF YOU HAVE MATERIAL THAT DOES NOT CONTAIN HAZARDOUS CONSTITUENTS**  
(constituents are at a concentration BELOW the treatment standard):

I, \_\_\_\_\_, hereby certify that this waste material corresponding to  
(Printed Name)

Approval or T # \_\_\_\_\_ contains none of the hazardous constituents as listed in 40 CFR 268.48 Table — UTS.

Signature ☒ St. H. T. G. Title OSC  
Company Name U.S. EPA Date 1/15/97

**SURCHARGE EXEMPTION CERTIFICATION**

49350 N. I-94 Service Drive Belleville MI 48111 Phone: (800) 592-5489 Fax: (800) 592-5329

Please check one:



Michigan Disposal Waste Treatment Plant



Wayne Disposal, Inc.

This is a certification pursuant to Section 11108(3) of Act 451 of 1994 (the Hazardous Waste Management Act) that the hazardous waste identified herein is exempt from the surcharge provided in the Act.

WASTE TYPE:

Debris

WASTE DESCRIPTION:

VATS, PIPING, DRUMS, METAL, PLASTIC, PVC, etc.

QUANTITY AND UNITS:

600 cu yds

MANIFEST NUMBER: \_\_\_\_\_

This shipment is exempt from the surcharge because the waste is:

\_\_\_\_\_ Ash from incineration of hazardous and nonhazardous waste.

\_\_\_\_\_ Hazardous waste exempted by MDEQ rule making action.

☒ Hazardous waste removed from a contaminated site listed pursuant to Section 6 of Act 307 or hazardous waste that is removed as part of a site clean-up activity at the expense of the state or federal government.

\_\_\_\_\_ Solidified hazardous waste produced by a solidification facility in Michigan and licensed under Act 64.

\_\_\_\_\_ Hazardous waste generated by a one time closure or site cleanup activity in Michigan authorized by the Director of the MDEQ.

\_\_\_\_\_ Solids from an aggressive biological treatment facility.

\_\_\_\_\_ Emission control dust or sludge from the primary production of steel in electrical furnaces.

Signature 

Company Name

U.S. EPA

Printed Name

S. L. RENNINGER

Date

1/15/97

**THE ENVIRONMENTAL QUALITY COMPANY**

January 20, 1997

**Hazardous Waste Services  
Bulletin No. 97-1****TO OUR VALUED CUSTOMERS:**

In order to simplify the certification forms for acceptance of materials into Michigan Disposal Waste Treatment Plant (MDWTP) and Wayne Disposal, Inc. (WDI), the attached Universal EQ Certification Form (Form 1037) is provided. This new form will replace:

- Certification Form - Universal Treatment Standards (UTS) (FORM 1013)
- Volatile Organic Compounds Certification Form (FORM 1031)
- Surcharge Exemption Certification (FORM 1021)
- Land Disposal Restrictions Notification and Certification Form (FORM 1010)

Please use your knowledge of the waste and/or the analytical data you might have to complete this form.

**Effective March 1, 1997**

**The Universal EQ Certification Form is required for all hazardous and nonhazardous waste approvals/reapprovals into MDWTP and WDI.**

**This form must also accompany your paperwork for all hazardous waste shipments to MDWTP and WDI.**

If you have any questions or need assistance complying with this request, call us at  
1-800-KWALITY (592-5489).

Thank you,

EQ's Waste Approval and Receiving Departments

*Your Business. Our Solutions.*

*A Productive Partnership.*



**HOW MUST THE WASTE BE MANAGED?**

- A. **THIS RESTRICTED WASTE REQUIRES TREATMENT TO THE APPLICABLE STANDARD.**  
This waste must be treated to the applicable performance based treatment standard set forth in 40 CFR Part 268 Subpart C, 268.32, Subpart D, 268.40 or RCRA Section 3004(d) prior to land disposal.
- B. **THIS HAZARDOUS DEBRIS IS SUBJECT TO THE ALTERNATIVE TREATMENT STANDARDS OF 40 CFR 268.45.**
- C. **THIS RESTRICTED WASTE HAS BEEN TREATED TO THE PERFORMANCE STANDARDS.**  
I certify under penalty of law that I have personally examined and am familiar with the treatment technology and operation of the treatment process used to support this certification and base this certification upon my inquiry of those individuals immediately responsible for obtaining this information. I believe that the treatment process has been operated and maintained properly so as to comply with the performance levels specified in 40 CFR part 268 Subpart D, and all applicable prohibitions set forth in 40 CFR 268.32 or RCRA Section 3004(d) without impermissible dilution of the prohibited waste. I am aware that there are significant penalties for submitting a false certification, including the possibility of a fine and imprisonment.
- D. **THIS RESTRICTED WASTE, FOR WHICH THE TREATMENT STANDARD IS EXPRESSED AS A SPECIFIED TECHNOLOGY, HAS BEEN TREATED BY THE SPECIFIED TECHNOLOGY.**  
I certify under penalty of law that the waste has been treated in accordance with the requirements of 40 CFR 268.42. I am aware that there are significant penalties for submitting a false certification, including the possibility of a fine and imprisonment.
- E. **THIS RESTRICTED WASTE CAN BE LAND DISPOSED WITHOUT TREATMENT.**  
I certify under penalty of law that I have personally examined and am familiar with the waste through analysis and testing or through knowledge of the waste to support this certification that the waste complies with the treatment standards specified in 40 CFR Part 268 Subpart D and all applicable prohibitions set forth in 40 CFR 268.32 or RCRA Section 3004(d). I believe that the information I submitted is true, accurate and complete. I am aware that there are significant penalties for submitting a false certification, including the possibility of a fine and imprisonment.
- F. **THIS RESTRICTED DEBRIS HAS BEEN TREATED IN ACCORDANCE WITH 40 CFR 268.45.**  
I certify under penalty of law that the debris has been treated in accordance with the requirements of 40 CFR 268.45. I am aware that there are significant penalties for making false certification, including the possibility of a fine and imprisonment.
- G. **THIS LAB PACK DOES NOT CONTAIN ANY WASTES IDENTIFIED AT APPENDIX IX TO PART 268.**  
I certify under penalty of law that I personally have examined and am familiar with the waste and that the lab pack does not contain any wastes identified at Appendix IV to part 268. I am aware that there are significant penalties for submitting a false certification including possibility of fine or imprisonment.
- H. **THIS RESTRICTED WASTE HAS BEEN TREATED TO REMOVE THE HAZARDOUS CHARACTERISTIC.**  
I certify under penalty of law that the waste has been treated in accordance with the requirements of 40 CFR 268.40 to remove the hazardous characteristic. This decharacterized waste contains underlying hazardous constituents that require further treatment to meet universal treatment standards. I am aware that there are significant penalties for submitting a false certification, including the possibility of fine and imprisonment.
- I. **THIS RESTRICTED WASTE HAS BEEN TREATED TO REMOVE THE HAZARDOUS CHARACTERISTIC AND BEEN TREATED FOR UNDERLYING HAZARDOUS CONSTITUENTS.**  
I certify under penalty of law that the waste has been treated in accordance with the requirements of 40 CFR 268.40 to remove the hazardous characteristic, and that underlying hazardous constituents, as defined in 268.48 Universal Treatment Standards. I am aware that there are significant penalties for submitting false certification, including the possibility of fine and imprisonment.

# UNIVERSAL CERTIFICATION (1/97)

## LAND DISPOSAL RESTRICTION FORM

### SUBPART CC WASTE DETERMINATION CERTIFICATION AND SURCHARGE EXEMPTION NOTIFICATION

Michigan Disposal Waste Treatment Plant 49350 N. I-94 Service Dr. Belleville, MI 48111 Ph: 800-592-5489 Fx: 800-592-5329  
 Wayne Disposal, Inc. 49350 N. I-94 Service Dr. Belleville, MI 48111 Ph: 800-592-5489 Fx: 800-592-5329  
 Michigan Recovery Systems, Inc. 36345 Van Born Rd. Romulus, MI 48174 Ph: 800-521-0998 Fx: 313-326-9670

Please Check One: ☐ MDWTP ☐ WDI ☐ MRSI

Generator Name USEPA/Dayton Elect. Appt. Manifest Doc. No/Approval #/Tx TX 114051

Generator Address 1030 Valley St. Dayton OH 45054

Generator USEPA ID No. QHD004278628 State Manifest No. \_\_\_\_\_

#### INSTRUCTIONS

- In Column 1 identify all USEPA hazardous waste codes that apply to this waste approval/shipment in the spaces provided below.
- In Column 2, identify the appropriate treatability group for each waste code: Non-Wastewater (NWW) or Wastewater (WW).
- In Column 3, in accordance with Subpart CC identify whether or not your waste contains >500 ppmw VOC (YES or NO), as identified as CCVOC in Attachment 1.
- In Column 4, enter the appropriate Subcategory, (See 268.40), if applicable, and also enter "Debris" if the waste is debris that will be treated using one of the alternative treatment technologies provided by 268.45.
- In Column 5, reference the appropriate paragraph(s) from Page 2 and 3 of this form. If your waste is surcharge exempt, please fill out paragraph N (On page 3).
- To expedite your approval, specify the concentration level of each constituent identified in your waste stream on Attachment 1. When shipping your waste, transfer the appropriate Reference Number(s) from Table 1 to Column 6 below, concentration data does not need to be entered in Attachment 1. [If the waste is a California List Waste, complete the boxes below appropriately and identify (in Column 6) the Reference Number(s) of the appropriate California List constituent(s) found in Attachment 1, Table 3.]

MAIN LINE ITEM #	1. HAZARDOUS WASTE CODE(S)	2. NWW or WW	3. SUBPART CC YES/NO	4. SUBCATEGORY	5. HOW MUST THE WASTE BE MANAGED?	6. REFERENCE NUMBER(S)
11A	F007, F008	NWW	No	Debris	B	204, 205, 212, 219 C2
11B						
11C						
11D						

I hereby certify that all information submitted on this and all associated documents is complete and accurate to the best of my knowledge and information.

Generator Signature S. Renninger Title OSC

Printed Name S. RENNINGER Date 3/3/97

(Please include the date the waste is subject to the prohibitions in Column 6)

This waste is subject to an exemption from a prohibition on the type of land disposal method utilized for the waste (such as, but not limited to, a case-by-case extension under 40 CFR Part 268.5, an exemption under 40 CFR 268.6, or a nationwide capacity variance under 40 CFR 269 Subpart C)

**K. THIS RESTRICTED WASTE WITH TREATMENT STANDARDS EXPRESSED AS CONCENTRATIONS IN THE WASTE PURSUANT TO 268.43, IF COMPLIANCE WITH THE TREATMENT STANDARDS IN SUBPART D OF THIS PART IS BASED IN PART OR IN WHOLE ON THE ANALYTICAL DETECTION LIMIT ALTERNATIVE IN 268.439(c).**

I certify under penalty of law that I have personally examined and am familiar with the treatment technology and operation of the treatment process used to support this certification and that, based on my inquiry of those individuals immediately responsible for obtaining information, I believe that the nonwastewater organic constituents have been treated by incineration in units operated in accordance with 40 CFR part 264, Subpart O, or 40 CFR part 265, Subpart O, or by combustion in fuel substitution units operating in accordance with the applicable technical requirements, and I have been unable to detect that nonwastewater organic constituents despite having used best good faith efforts to analyze for such constituents. I am aware that there are significant penalties for submitting a false certification, including the possibility of fine and imprisonment.

**L. THIS NON-HAZARDOUS WASTE STREAM REQUIRES SOLIDIFICATION PRIOR TO LANDFILLING.**

**M. THIS NON-HAZARDOUS WASTE STREAM DOES NOT REQUIRE TREATMENT PRIOR TO LANDFILL.**

**N. SURCHARGE EXEMPTION. This is a certification pursuant to section 11106(3) of Act 451 of 1994 (the Natural Resources and Environmental Protection Act) that the hazardous waste identified herein is exempt from the surcharge provided in the Act.**

WASTE DESCRIPTION: Debris (Cuts, piping, drums, metal, plastic, PVC etc)

LINE ITEM: 11 A

QUANTITY AND UNITS: \_\_\_\_\_

This shipment of hazardous waste is exempt from the surcharge fees because the waste is:

- ☐ (a) Ash that results from the incineration of hazardous waste or incineration of solid waste as defined in part 115.
- ☐ (b) Hazardous waste exempted by rule because of its character or the treatment it has received.
- ☒ (c) Hazardous waste that is removed from a site of environmental contamination that is included in a list submitted to the legislature pursuant to section 20105, or hazardous waste that is removed as part of a site cleanup activity at the expense of the state or federal government.
- ☐ (d) Solidified hazardous waste produced by a solidification facility licensed pursuant to section 11123 and destined for land disposal.
- ☐ (e) Hazardous waste generated pursuant to a 1-time closure or site cleanup activity in this state if the closure or cleanup activity has been authorized in writing by the department. Hazardous waste resulting from the cleanup of inadvertent releases which occur after March 30, 1988 is not exempt from the fee.
- ☐ (f) Primary and secondary wastewater treatment solids from a wastewater treatment plant that includes an aggressive biological treatment facility as defined in section 3005(j)(12)(B) of Subtitle C of the Solid Waste Disposal Act, 42 U.S.C. 6925.
- ☐ (g) Emission control dust or sludge from the primary production of steel in electric furnaces.

# ● ATTACHMENT 1- WASTE CONSTITUENTS

Ref. No.	TABLE 1 - Hazardous Constituents	CAS NO.	NWW mg/kg	WW mg/l	CCVOC	MCVOC	CONCENTRATION (Please specify mg/kg or mg/l)
1	Acetophenone	83-32-9	3.4	0.059			
2	Acetophenylene	208-96-8	3.4	0.059			
3	Acetone+	67-64-1	160	0.28	X	X	
4	Acetonitrile	75-85-8	38	5.6	X		
5	Acetophenone	96-86-2	9.7	0.01			
6	2-Acetylaminofluorene	53-96-3	140	0.059			
7	Acrolein	107-02-8	NA	0.29	X		
8	Acrylonitrile	107-13-1	84	0.24	X		
9	Acrylamide	79-06-1	23	19			
10	Aldrin	309-00-2	0.066	0.021			
11	4-Aminobiphenyl	92-67-1	NA	0.13			
12	Aniline	62-53-3	14	0.81			
13	Anthracene	120-12-7	3.4	0.059			
14	Aramid	140-57-8	NA	0.36			
15	alpha-BHC	319-84-6	0.066	0.00014			
16	beta-BHC	319-85-7	0.066	0.00014			
17	delta-BHC	319-86-8	0.066	0.023			
18	gamma-BHC (Lindane)	58-89-9	0.066	0.0017			
19	Benz(a)anthracene	56-55-3	3.4	0.059			
20	Benzal chloride	98-87-3	6	0.055			
21	Benzene+	71-43-2	10	0.14	X	X	
22	Benz(a)pyrene	50-32-6	3.4	0.061			
23	Benz(b)fluoranthene	205-99-2	6.8	0.11			
24	Benz(k)fluoranthene	207-08-9	6.8	0.11			
25	Benz(g,h,i)perylene	191-24-2	1.8	0.0055			
26	bis(2-Chloroethoxy)methane	111-91-1	7.2	0.036			
27	bis(2-Chloroethyl)ether	111-44-4	6	0.033			
28	bis(2-Chloropropyl) ether	39638-32-9	7.2	0.055	X		
29	bis(2-Ethylhexyl) phthalate	117-81-7	28	0.28			
30	Bromodichloromethane	75-27-4	15	0.35	X	X	
31	Bromomethane (Methyl bromide)	74-83-9	15	0.11	X		
32	4-Bromophenyl phenyl ether	101-55-3	15	0.055			
33	n-Butyl alcohol+	71-36-3	2.6	5.6	X	X	
34	Butyl benzyl phthalate	86-68-7	28	0.017			
35	2-sec-Butyl-4,6-dinitrophenol (Dinoseb)	88-85-7	2.5	0.066			
36	Carbon disulfide+	75-15-0	4.8	3.8		X	
37	Carbon tetrachloride+	56-23-5	6	0.057	X	X	
38	Chlordane (alpha and gamma isomers)	57-74-9	0.26	0.0033			
39	p-Chloroaniline	106-47-8	16	0.46			
40	Chlorobenzene+	108-90-7	6	0.057	X	X	
41	Chlorobenzene	510-15-6	NA	0.1			
42	2-Chloro-1,3-butadiene (Chloroprene)	126-99-8	0.28	0.057	X		
43	Chlorodibromomethane	124-48-1	15	0.057	X	X	
44	Chloroethane	75-08-3	6	0.27	X	X	
45	Chloroform	67-66-3	6	0.046	X	X	
46	p-Chloro-m-cresol	59-50-7	14	0.018			
47	2-Chloroethyl vinyl ether	110-75-8	NA	0.062	X	X	
48	Chloromethane (Methyl chloride)	74-87-3	30	0.19	X		
49	2-Chlorophenol	91-58-7	5.6	0.055			
50	2-Chlorophenol	95-67-8	5.7	0.044			
51	3-Chloropropylene (Allyl Chloride)	107-05-1	30	0.036			

# ● ATTACHMENT 1- WASTE CONSTITUENTS

Ref. No.	TABLE 1 - Hazardous Constituents	CAS NO.	NWW mg/kg	WW mg/l	CCVOC	MVOC <sup>1</sup>	CONCENTRATION (Please specify mg/kg or mg/l)
52	Chrysene	218-01-9	3.4	0.059			
53	o-Cresol (2-Methyl phenol)+	95-43-7	5.6	0.11		X	
54	m-Cresol (3-Methyl phenol)+	108-39-4	5.6	0.77		X	
55	p-Cresol (4-Methyl phenol)+	106-44-5	5.6	0.77		X	
56	Cyclohexanone+	108-94-1	0.75*	0.36		X	
57	o,p'-DDD	53-19-0	0.087	0.023			
58	p,p'-DDD	72-54-8	0.087	0.023			
59	o,p'-DDE	3424-82-6	0.087	0.031			
60	p,p'-DDE	72-55-9	0.087	0.031			
61	o,p'-DDT	789-02-6	0.087	0.0039			
62	p,p'-DDT	50-29-3	0.087	0.0039			
63	Dibenz(a,h)anthracene	53-70-3	8.2	0.055			
64	Dibenz(a,c)pyrene	192-66-4	NA	0.061			
65	1,2-Dibromo-3-chloropropane	96-12-8	15	0.11	X		
66	1,2-Dibromomethane (Ethylene dibromide)	106-93-4	15	0.028	X		
67	Dibromomethane	74-95-3	15	0.11	X		
68	m-Dichlorobenzene (1,3-Dichlorobenzene)	541-73-1	6	0.036	X	X	
69	o-Dichlorobenzene (1,2-Dichlorobenzene)+	95-50-1	6	0.008	X	X	
70	p-Dichlorobenzene (1,4-Dichlorobenzene)	106-46-7	6	0.09	X	X	
71	Dichlorodifluoromethane	75-71-8	7.2	0.23	X		
72	1,1-Dichloroethane	75-34-3	6	0.059	X	X	
73	1,2-Dichloroethane	107-06-2	6	0.21	X	X	
74	1,1-Dichloroethylene	75-35-4	6	0.025	X		
75	trans-1,2-Dichloroethylene	156-60-6	30	0.054	X	X	
76	2,4-Dichlorophenol	120-83-2	14	0.044			
77	2,6-Dichlorophenol	87-65-0	14	0.044			
78	2,4-Dichlorophenoxyacetic acid (2,4-D)	94-75-7	10	0.72			
79	1,2-Dichloropropane	78-87-6	18	0.85	X	X	
80	cis-1,3-Dichloropropylene	10061-01-6	18	0.036	X	X	
81	trans-1,3-Dichloropropylene	10061-02-6	18	0.036	X	X	
82	Dieldrin	60-57-1	0.13	0.017			
83	Diethyl phthalate	84-66-2	28	0.2			
84	p-Dimethylaminobenzene	60-11-7	NA	0.13			
85	2,4-Dimethyl phenol	105-67-9	14	0.036			
86	Dimethyl phthalate	131-11-3	28	0.047			
87	Di-n-butyl phthalate	84-74-2	28	0.057			
88	1,4-Dinitrobenzene	100-25-4	23	0.32			
89	4,6-Dinitro-o-cresol	534-52-1	160	0.28			
90	2,4-Dinitrophenol	51-28-5	160	0.12			
91	2,4-Dinitrotoluene	121-14-2	140	0.32			
92	2,6-Dinitrotoluene	606-28-2	28	0.55			
93	Di-n-octyl phthalate	117-84-0	28	0.017			
94	Di-n-propylnitrosamine	621-64-7	14	0.4			
95	1,4-Dioxane	123-91-1	170	12	X		
96	Diphenylamine	122-39-4	13	0.92			
97	Diphenylnitrosamine	86-30-6	13	0.92			
98	1,2-Diphenylhydrazine	122-66-7	NA	0.087			
99	Disulfoton	298-04-3	6.2	0.017			
100	Endosulfan I	959-98-9	0.066	0.023			
101	Endosulfan II	33213-65-9	0.13	0.029			
102	Endosulfan sulfate	1031-07-8	0.13	0.029			
103	Endrin	72-20-3	0.13	0.0028			

# ● ATTACHMENT I- WASTE CONSTITUENTS

Ref. No.	TABLE 1 - Hazardous Constituents	CAS NO.	NWW mg/kg	WW mg/l	CCVOC	MCVOC	CONCENTRATION (Please specify mg/kg or mg/l)
104	Endrin aldehyde	7421-93-4	0.13	0.025			
105	2-Ethoxyethanol (E005)+	110-80-5	CMBST	CMBST		X	
106	Ethyl acetate+	141-78-4	33	0.34	X	X	
107	Ethyl benzene+	100-41-4	10	0.057	X	X	
108	Ethyl ether+	60-29-7	160	0.12	X	X	
109	Ethyl methacrylate	97-63-2	160	0.14			
110	Ethylene oxide	75-21-8	NA	0.12	X		
111	Famphur	52-85-7	15	0.017			
112	Fluoranthene	206-44-0	3.4	0.068			
113	Fluorene	86-73-7	3.4	0.059			
114	Heptachlor	76-44-8	0.066	0.0012			
115	Heptachlor epoxide	1024-57-3	0.066	0.016			
116	Hexachlorobenzene	118-74-1	10	0.055			
117	Hexachlorobutadiene	87-68-3	5.6	0.055	X		
118	Hexachlorocyclopentadiene	77-47-4	2.4	0.057			
119	HxCDDs (All Hexachlorodibenzo-p-dioxins)	NA	0.001	0.000063			
120	HxCDFs (All Hexachlorodibenzofurans)	NA	0.001	0.000063			
121	Hexachlorocyclopentadiene	67-72-1	30	0.055			
122	Hexachloropropylene	1888-71-7	30	0.035			
123	Indeno (1,2,3-c,d) pyrene	193-39-5	3.4	0.0055			
124	Iodomethane	74-88-4	65	0.19			
125	Isobutyl alcohol (Isobutanol)+	78-83-1	170	5.6	X	X	
126	Isodrin	465-73-6	0.066	0.021			
127	Isosafrole	120-58-1	2.6	0.081			
128	Kepent	143-50-0	0.13	0.0011			
129	Methacrylonitrile	126-98-7	84	0.24			
130	Methanol+	67-56-1	0.75*	5.6	X	X	
131	Methapyrene	91-80-5	15	0.081			
132	Methoxychlor	72-43-5	0.18	0.25			
133	3-Methylcholanthrene	56-49-5	15	0.0055			
134	4,4-Methylene bis(2-chloroaniline)	101-14-4	30	0.5			
135	Methylene chloride+	75-09-2	30	0.089	X	X	
136	Methyl ethyl ketone+	78-93-3	36	0.28	X	X	
137	Methyl isobutyl ketone+	108-10-1	33	0.14	X	X	
138	Methyl methacrylate	80-62-6	160	0.14			
139	Methyl methanesulfonate	66-27-9	NA	0.018			
140	Methyl parathion	298-00-0	4.6	0.014			
141	Naphthalene	91-20-3	5.6	0.059	X		
142	2-Naphthylamine	91-59-8	NA	0.52			
143	o-Nitroaniline	88-74-4	14	0.27			
144	p-Nitroaniline	100-01-6	28	0.028			
145	Nitrobenzene+	98-95-3	14	0.068		X	
146	5-Nitro-o-toluidine	99-55-8	28	0.32			
147	o-Nitrophenol	88-75-5	13	0.028			
148	p-Nitrophenol	100-02-7	29	0.12			
149	2-Nitropropane (E005)+	79-46-9	CMBST	CMBST		X	
150	N-Nitrosodimethylamine	55-18-5	28	0.4			
151	N-Nitrosodimethylamine	62-75-9	2.3	0.4			
152	N-Nitroso-di-n-butylamine	924-16-3	17	0.4	X		
153	N-Nitrosomethylethylamine	10595-95-6	2.3	0.4			
154	N-Nitrosomorpholine	59-89-2	2.3	0.4			
155	N-Nitrosopiperidine	100-75-4	35	0.013			

# ● ATTACHMENT 1- WASTE CONSTITUENTS

Ref. No.	TABLE 1 - Hazardous Constituents	CAS NO.	NWW mg/kg	WW mg/l	CCVOC	MOVOC	CONCENTRATION (Please specify mg/kg or mg/l)
156	N-Nitrosopyrrolidine	930-55-2	35	0.013			
157	Parathion	56-38-2	4.6	0.014			
158	Total PCBs	1336-36-3	10	0.1			
159	Pentachlorobenzene	600-93-5	10	0.055			
160	PeCDDs (All Pentachlorodibenzo-p-dioxins)	NA	0.001	0.000063			
161	PeCDFs (All Pentachlorodibenzofurans)	NA	0.001	0.000035			
162	Pentachloroethane	76-01-7	6	0.055			
163	Pentachloronitrobenzene	82-68-8	4.8	0.055			
164	Pentachlorophenol	87-86-5	7.4	0.089			
165	Phenacetin	62-44-2	16	0.081			
166	Phenanthrene	85-01-8	5.6	0.059			
167	Phenol	108-95-2	6.2	0.039			
168	Phorate	298-82-2	4.6	0.021			
169	Phthalic acid	100-21-0	28	0.055			
170	Phthalic anhydride	85-44-9	28	0.055			
171	Pronamide	23950-58-5	1.5	0.093			
172	Propanenitrile (Ethyl cyanide)	107-12-8	360	0.24	X		
173	Pyrene	129-00-0	8.2	0.067			
174	Pyridine+	110-86-1	16	0.014	X	X	
175	Safrole	94-59-7	22	0.081			
176	Silvex (2,4,5-TP)	93-72-1	7.9	0.72			
177	1,2,4,5-Tetrachlorobenzene	95-94-3	14	0.055			
178	TCDDs (All Tetrachlorodibenzo-p-dioxins)	NA	0.001	0.000063			
179	TCDFs (All Tetrachlorodibenzofurans)	NA	0.001	0.000063			
180	1,1,1,2-Tetrachloroethane	630-20-6	6	0.057	X		
181	1,1,2,2-Tetrachloroethane	79-34-5	6	0.057	X	X	
182	Tetrachloroethylene+	127-18-4	6	0.056	X	X	
183	2,3,4,6-Tetrachlorophenol	58-90-2	7.4	0.03			
184	Toluene+	108-88-3	10	0.08	X	X	
185	Toxaphene	8001-35-2	2.6	0.0095			
186	Tribromomethane (Bromoform)	75-25-2	15	0.63	X	X	
187	1,2,4-Trichlorobenzene	120-82-1	19	0.055	X		
188	1,1,1-Trichloroethane+	71-55-6	6	0.054	X	X	
189	1,1,2-Trichloroethane+	79-00-5	6	0.054	X	X	
190	Trichloroethylene+	79-01-6	6	0.054	X	X	
191	Trichloromonofluoroethane+	75-69-4	30	0.02	X	X	
192	2,4,5-Trichlorophenol	95-95-4	7.4	0.18			
193	2,4,6-Trichlorophenol	88-06-2	7.4	0.035			
194	2,4,5-Trichlorophenoxyacetic acid (2,4,5-T)	93-76-5	7.9	0.72			
195	1,2,3-Trichloropropane	96-18-4	30	0.25	X		
196	1,1,2-Trichloro-1,2,2-trifluoroethane+	76-13-1	30	0.057		X	
197	tris-(2,2-Dibromopropyl) phosphate	126-72-7	0.1	0.11			
198	Vinyl chloride	75-01-4	6	0.27	X		
199	Xylenes+	1330-20-7	30	0.32	X	X	
200	Antimony	7440-36-0	2.1*	1.9			
201	Arsenic	7440-38-2	5.0*	1.4			
202	Barium	7440-39-3	7.6*	1.2			
203	Beryllium	7440-41-7	0.014*	0.32			
204	Cadmium	7440-43-9	0.19*	0.69			
205	Chromium (Total)	7440-47-3	0.26*	2.77			
206	Cyanides (Total)	57-12-6	590	1.2			
207	Cyanides (Amenable)	57-12-6	30	0.26			

**● ATTACHMENT 1- WASTE CONSTITUENTS**

Ref. No.	TABLE 1 - Hazardous Constituents	CAS NO.	NWW mg/kg	WW mg/l	CCVOC	MVOC <sup>2</sup>	CONCENTRATION (Please specify mg/kg or mg/l)
208	Fluoride	16984-48-8	NA	35			
209	Lead	7439-92-1	0.37*	0.69			
210	Mercury (retort residues)	7439-97-6	0.20*	NA			
211	Mercury (all others)	7439-97-6	0.025*	0.15			
212	Nickel	7440-02-0	5.0*	3.98			
213	Selenium	7782-49-2	0.16*	0.82			
214	Silver	7440-22-4	0.30*	0.43			
215	Sulfide	18496-25-8	NA	14			
216	Thallium	7440-28-0	0.073*	1.4			
217	Vanadium	7440-62-2	0.23*,**	4.3			
218	Zinc	7440-66-6	5.3*,**	2.61			
219	A2213	30558-43-1	1.4	0.042			
220	Aldicarb sulfone	1646-88-4	0.28	0.056			
221	Barban	101-27-9	1.4	0.056			
222	Bendiocarb	22781-23-3	1.4	0.056			
223	Bendiocarb phenol	22961-82-6	1.4	0.056			
224	Benomyl	17804-35-2	1.4	0.056			
225	Butylate	2008-41-5	1.4	0.042			
226	Carbaryl	63-25-2	0.14	0.006			
227	Carbozadim	10605-21-7	1.4	0.056			
228	Carbofuran	1563-66-2	0.14	0.006			
229	Carbofuran phenol	1563-38-8	1.4	0.056			
230	Carbosulfon	55285-14-8	1.4	0.028			
231	m-Cumoyl methylcarbamate	64-88-6	1.4	0.056			
232	Cycloate	1134-23-2	1.4	0.042			
233	Diethylene glycol, dicarbamate	5952-26-1	1.4	0.056			
234	Dimethlan	644-64-4	1.4	0.056			
235	Dithiocarbamates (total)	137-30-4	28	0.028			
236	EPTC	759-94-4	1.4	0.042			
237	Formetanate hydrochloride	23422-53-9	1.4	0.056			
238	Formaparinate	17702-57-7	1.4	0.056			
239	3-Iodo-2-propenyl n-butylcarbamate	55406-53-6	1.4	0.056			
240	Isolan	119-38-0	1.4	0.056			
241	Methiocarb	2032-45-7	1.4	0.056			
242	Methomyl	16752-77-5	0.14	0.028			
243	Metolcarb	1129-41-5	1.4	0.056			
244	Mezocarbate	315-18-4	1.4	0.056			
245	Molinate	2212-67-1	1.4	0.042			
246	Oxamyl	23135-22-0	0.28	0.056			
247	Pebulate	1114-71-2	1.4	0.042			
248	o-Phenylenediamine	95-54-5	5.6	0.056			
249	Physostigmine	57-47-6	1.4	0.056			
250	Physostigmine salicylate	57-64-7	1.4	0.056			
251	Promecarb	2631-37-0	1.4	0.056			
252	Propham	122-42-9	1.4	0.056			
253	Propoxur	114-26-1	1.4	0.056			
254	Prosulfocarb	52288-80-9	1.4	0.042			
255	Thiodicarb	59669-26-0	1.4	0.019			
256	Thiophanate-methyl	23664-05-8	1.4	0.056			
257	Tirpate	26419-73-8	0.28	0.056			
258	Triallate	2303-17-5	1.4	0.042			
259	Tricthylamine	101-44-8	1.5	0.081			

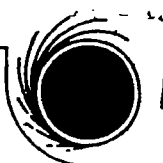


# ● ATTACHMENT 1- WASTE CONSTITUENTS

Ref. No.	TABLE 1 - Hazardous Constituents	CAS NO.	NWW mg/kg	WW mg/l	CCVOC	MVOC	CONCENTRATION (Please specify mg/kg or mg/l)
260	Vernolate	1929-77-7	1.4	0.042			
<b>TABLE 2 - SUBPART CC ADDENDUM</b>							
261	Bromobenzene	108-86-1			X		
262	Allyl alcohol	107-45-1			X		
263	Benzyl chloride	100-44-7			X		
264	Bromoacetone	598-31-2			X		
265	Bromochloromethane	74-97-5			X		
266	tert-Butyl alcohol	75-65-0			X		
267	n-Butyl benzene	104-51-8			X		
268	sec-Butyl benzene	135-98-8			X		
269	tert-Butyl benzene	98-06-6			X		
270	2-Chloroacrylonitrile	928-37-6			X		
271	2-Chloroethanol	107-07-83			X		
272	Chloromethyl methyl ether	107-30-2			X		
273	2-Chlorotoluene	95-49-8			X		
274	4-Chlorotoluene	106-43-4			X		
275	Crotonaldehyde	123-73-9			X		
276	cis-1,2-Dichloroethylene	156-69-2			X		
277	1,3-Dichloropropane	142-28-9			X		
278	2,2-Dichloropropane	594-28-7			X		
279	1,3-Dichloro-2-propanol	96-23-1			X		
280	1,1-Dichloropropane	563-58-6			X		
281	Epichlorohydrin	106-89-8			X		
282	Ethanol	64-17-5			X		
283	Ethylene glycol	107-21-1			X		
284	Hexafluoro-2-methyl-2-propanol	515-14-6			X		
285	Hexafluoro-2-propanol	928-66-1			X		
286	Isopropyl alcohol (2-propanol)	67-63-0			X		
287	p-Isopropyl toluene	99-87-6			X		
288	Isopropylbenzene	98-82-8			X		
289	Paraldehyde	123-63-7			X		
290	2-Pentanone	107-87-9			X		
291	2-Picoline	109-06-8			X		
292	Propionitrile	107-12-0			X		
293	1-Propanol	71-23-8			X		
294	n-Propylbenzene	103-65-1			X		
295	Styrene	100-42-5			X		
296	o-Toluidine	95-53-4			X		
297	1,2,3-Trichlorobenzene	87-61-6			X		
298	1,2,4-Trimethyl benzene	95-63-6			X		
299	1,3,5-Trimethyl benzene	108-67-8			X		
<b>TABLE 3 - CALIFORNIA LIST WASTES</b>							
C1	Free Cyanides (Liquids) >1000 mg/l						
C2	Nickel >134 mg/l						

# ATTACHMENT 1- WASTE CONSTITUENTS

Ref. No.	TABLE 3- Hazardous Constituents	CAS NO.	NWW mg/kg	WW mg/l	CCVOC	MVOC <sup>2</sup>	CONCENTRATION (Please specify mg/kg or mg/l)
C3	Thallium >= 130 mg/l						
C4	PCB's (Liquid) >= 50 ppm						
C5	Halogenated Organic Carbon (Liquid) > 1000 mg/kg						
	TABLE 4 - POTENTIALLY ODOROUS CONSTITUENTS						
300	Methylamine	74-89-5					
301	Benzylamine	100-46-9					
302	Dimethylamine	124-40-3					
303	Tetramethylammonium chloride	75-57-0					
304	Trimethylamine	75-50-3					
305	Diisobutyl ketone	108-83-8					
306	Butyric acid	107-92-6					
307	Methanethiol	74-93-1					
308	2-Butanethiol	513-53-1					
309	Dimethyl sulfide	75-18-3					
310	Thioglycolic acid	68-11-1					
311	Thiuran	137-26-8					
312	Thionyl chloride	7719-09-7					
313	Diethyl sulfide	352-93-2					
314	Ethanethiol	75-08-1					
*	"Concentration is mg/l TCLP"						
**	Not Underlying Hazardous Constituents. (See 60 FR, Jan. 3, 1995)						
1	F001 - F005 Solvents						
	1CCVOC refers to Subpart CC which requires the generator to identify to their Treatment, Storage, or Disposal Facilities the volatile organic constituents of the waste.						
	2Michigan Disposal Waste Treatment Plant's air permit requires EQ to track certain volatile organic compounds it receives.						



**Miami Precision Chrome, Inc.**

"HARD CHROME SPECIALISTS"

I would like to purchase  
used copper buss bar for use in  
my plating shop. I am willing  
to pay <sup>Dollar Amount</sup> ~~5~~ 4. per pound for ~~4" x 1/4"~~  
~~Copper in lengths greater than 4 ft.~~ P.S.  
(~~longer lengths preferd~~)  
Copper of all sizes as seen in safe  
except large curved part and plastural  
coated parts. Will pick up with our truck  
from Dock. *Harold H. Neuman*  
President of APC

Harry Brown  
MFG. REP.

"I NEED YOUR CRUMMY ORDERS"

METAL FINISHING  
SUPPLIES & EQUIPMENT

6549 Orchid Circle

5600 CLEVELAND DR.  
DAYTON, OHIO 45459

937-435-7328

2-25-97

I am a buyer & reseller of Plating  
Equipment & Supplies -  
I bid <sup>Dollar Amount</sup> ~~271.00~~ \$ for  $\frac{1}{4} \times 4$ " used  
Copper Bus Bar Various Lengths up to  
10' long -  
Ex. 4

Harry Brown

P.S. This will be stored in a warehouse  
& resold to a Plater



**TECHMETALS, INC.**

**A Family of Precision Metal Finishers**

P.O. BOX 665 • DAYTON, OH 45401 • PHONE 513-253-5311

February 26, 1997

Dollar Amount  
Ex 4

We bid \$[REDACTED] per pound on 1/4" x 4" random lengths copper bus. Bus to be relatively clean. Copper to be used on Hard Chrome plating installation.

*Joseph S. Kestner*

## COST ESTIMATE (COPPER)

# CREW	HOURS	RATE	TOTAL COST	TASK
2	3	Ex.4 \$ [REDACTED] /line	\$ [REDACTED]	Decon copper
2	2	Ex.4 \$ [REDACTED] /line	\$ [REDACTED]	Move copper to loading dock
2	1	Ex.4 \$ [REDACTED] /line	\$ [REDACTED]	Loading copper
1	2	Ex.4 \$ [REDACTED] /line	\$ [REDACTED]	RM-Weighing truck in and out

\$ [REDACTED] /line  
Ex.4

- \* - Worked hours missed from job-14 totaling \$ [REDACTED] /line
- \* - **Liability?** Ex.4
- \* - Perdiem and lodging 2 laborers 1 day- \$ [REDACTED] /line

It is more advantageous for the EPA to send copper to disposal, than to decon and sell to another plating company.



THE ENVIRONMENTAL QUALITY COMPANY®

**Generator Approval Notification**

**January 22, 1997**

**Customer: SMITH ENVIRONMENTAL, INC., IN, MO**

STEVE RENNINGER  
US EPA DAYTON ELECTROPLATING  
1030 VALLEY ST  
DAYTON OH 45054

This Generator Approval Notification acknowledges the acceptability of waste material(s) into the EQ environmental protection facility identified below and ensures that this facility has the appropriate permit(s) issued by federal and state regulatory agencies to properly transport, treat, and/or disposal of the waste material(s).

**EQ FACILITY: EQ-The Environmental Quality Company (MID000724831)**  
**49350 North I-94 Service Drive, Belleville, Michigan 48111**

**Approval Number**

012197EA

The Approval(s) listed on the following page(s) are based upon information supplied to EQ by your company. The generator is ultimately responsible for the accuracy and completeness of the characterization information provided and other information that was provided during the technical approval process. The generator must notify the EQ Customer Satisfaction Department immediately upon knowledge of any changes to this information.

The Approval(s) will expire on the date(s) noted on the following page(s). Any new Approvals obtained from EQ on future business will be valid for a period of one (1) year from the date of issuance. Within 90 days of the Approval Expiration Date, you will be notified of the requirements for recertification. Please contact our Scheduling Department at 1-800-TRKTRAC (875-8722) to coordinate delivery of your waste stream(s).

**If you have any questions, please call us toll free at**  
**1-800-KWALITY (592-5489)**

***YOUR BUSINESS. OUR SOLUTIONS. A PRODUCTIVE PARTNERSHIP®***



THE ENVIRONMENTAL QUALITY COMPANY®

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**Generator Approval Notification**

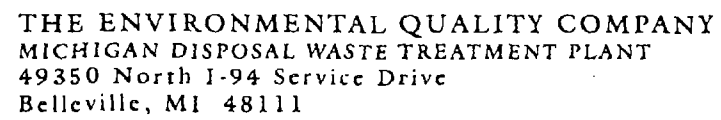
**January 22, 1997**

**Customer: SMITH ENVIRONMENTAL - IL, IN, MO**

**EQ FACILITY: EQ-The Environmental Quality Company (MID000724831)**

<b>Approval Number:</b>	012197EA		
<b>Generator Name:</b>	US EPA DAYTON ELECTOPLATING		
<b>Waste Common Name:</b>	DEBRIS		
<b>Generator EPA ID #:</b>	OHD004278628	<b>Approved Container:</b>	YARD
<b>Primary Waste Code:</b>	F007	<b>Approval Expires On:</b>	01/22/98
<b>Secondary Waste Code(s):</b>	F008		






~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

## **SUBCONTRACT CONSENT PACKAGE**

### **Transportation, Treatment & Disposal Services F007, F008 Listed Debris**

U.S. EPA Dayton Electroplating  
D.O. No. 5001-05-411  
RES Job No. 8391

TO: Steve Renninger, On-Scene Coordinator

FROM: Todd Ritsema, T & D Coordinator 

RE: Transportation, Treatment & Disposal Services  
The Environmental Quality Company - Belleville, Michigan  
Subcontract 8391-1-002

#### Attached Documentation:

1. Consent Memorandum
2. Riedel Consent Memorandum Summary
3. Authorization Memo
4. Proposed Subcontract No. 8391-1-002
  - a. Attachment C - Statement of Work
  - b. Attachment D - Schedule of Pricing
  - c. Mandatory Government Flowdown Provisions
  - d. Representation and Certifications for Subcontracts exceeding \$25K but under \$100K
5. Request for Quotation
6. Quotation Summary Sheet
7. Written Quotations from Vendors



*Chicago EPA Contracts Office  
Memorandum*

---

**TO:** Steve Renninger, OSC

**FROM:** Todd Ritsema, T & D Coordinator *TR*

**DATE:** January 16, 1997

**RE:** Subcontract Consent for F007, F008 Debris Disposal - 8391-1-002  
The Environmental Quality Co. - Belleville, Michigan  
D.O. site (5001-05-411)

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Riedel/Smith Environmental is requesting Subcontract Consent for the above referenced services. Please note the following as per FAR 44.202-2 "Considerations," concerning the attached Subcontract Consent Package for your review:

1. The decision to subcontract the above referenced services is not consistent with and does not apply when considering Riedel/Smith Environmental's "make or buy" considerations.
2. Utilization of government resources does not apply to this type of service.
3. Treatment and disposal of plating wastes is not typically provided by Riedel/Smith Environmental, as a result solicitations were obtained for this service at the request of the U.S. EPA and is therefore, justifiable.
4. Riedel/Smith Environmental is currently exceeding its proposed small business subcontracting goals. The PASS system is currently being utilized for all delivery order subcontracted services.
5. Although competition for this type of service is limited, Riedel/Smith Environmental has obtained adequate pricing competition for the services described. This is due to the "specialty" nature of the services to be performed (ie. microencapsulation treatment of plating wastes). Likewise, Riedel/Smith Environmental has performed adequate cost and pricing review and comparison of all associated cost proposals.

All licensed and permitted Subtitle C treatment and landfill facilities capable of receiving the waste materials were contacted through formal Request for Quotation for transportation and disposal pricing. The following facilities were sent RFP #8391-01 on January 13, 1997 for pricing:

- a. Chemical Waste Management - Model City, New York
- b. The Environmental Quality Company - Belleville, Michigan
- c. EnviroSafe Services of Ohio - Oregon, Ohio
- d. Chem Met Services - Wyandotte, Michigan
- e. City Environmental - Detroit, Michigan

Chemical Waste Management and The Environmental Quality Company were reviewed as "competitive" in nature based on their unit price submitted. Each company was reviewed based on unit pricing for disposal and transportation.

- City Environmental could not provide the proper treatment technology.
- Envirosafe Services could not accept waste greater than 36" in size for treatment.
- Chem Mets Services could not provide the proper treatment technology or accept F-listed waste materials.

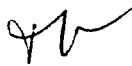
The Environmental Quality Company provided lower unit rates in both the transportation and disposal categories and was considered "very competitive" based on the acceptance criteria and treatment technology required.

6. Riedel/Smith shall maintain the current cost proposals on file for reference to the procurement process.
7. The selected subcontractor shall provide all required and appropriate permits and approvals to perform the services as described. Certificates of disposal will also be required including disposal cell number and location.
8. The proposed subcontract is consistent with Riedel/Smith Environmental purchasing policy and procedures.
9. The consideration and use of Government facilities for this procurement is not applicable.
10. All ERCS Contract and referenced "flowdown" provisions (FAR, EPAAR) will be provided and incorporated into this procurement including the appropriate representations and certifications.
11. All associated prime contract requirements have been identified and incorporated into this procurement.
12. Riedel/Smith Environmental Cost Accounting Standards have been complied with.
13. The selected subcontractor is not currently de-barred, suspended or ineligible to provide service under this subcontract.
14. The statement of work has limited competition is this procurement to Subtitle C treatment facilities based on the type of waste requiring treatment.

If you should have any questions or comments concerning this matter please feel free to contact me in our Chicago office at (847) 437-3408.

MEMORANDUM

TO: Steve Renninger, On-Scene Coordinator  
 26 West Martin Luther King Dr. (B-2)  
 Cincinnati, Ohio 45268

FROM: Todd Ritsema, T & D Coordinator 

DATE: January 16, 1997

SUBJECT: **Subcontract Consent** (Subcontract/P.O. # 8391-1-002)  
 Job Name & Location: **Dayton Electroplating, Dayton, Ohio**  
 D.O. # **5001-05-411**  
 RES Job No. **8391**

Consent is Requested By: **February 3, 1997**

Riedel Environmental Services Inc. (Riedel) intends to award a subcontract under the referenced delivery order. Riedel hereby requests your consent to subcontract and is providing the following information for your review.

1. Type of Subcontract

<u>Description</u> (Check One)	<u>Consent Requirement</u>	
<input checked="" type="checkbox"/> Subcontracts under \$250,000 (except as stated below)	Review and Consent	OSC
<input type="checkbox"/> Sole Source Subcontracts Over \$25,000 (except Transportation and Disposal)	Review Review and Consent	OSC CO
<input type="checkbox"/> Sole Source Transportation and Disposal Over \$250,000	Review Review and Consent	OSC CO
<input type="checkbox"/> Innovative and Emerging Alternative Technologies (All Dollar Amounts)	Review Review and Consent	OSC CO
<input type="checkbox"/> All Other Actions Over \$250,000	Review Review and Consent	OSC CO

2. Subcontract Type  
 Lump Sum ☐ Unit Pricing ☒ Rate Schedule ☐ Other ☐

3. Subcontract Value **\$ [REDACTED] 1 line Ex. 4**

4. Required Start Date **February 3, 1997**

5. Period of Performance **30 days (estimated)**

- line Ex.4*
6. Riedel's Estimate \$ [REDACTED] (see attached work papers)
7. Required Due Date of Bids/Proposals January 14, 1997
8. Description of Service  
Service ☒ X Supply ☐ Construction ☐ Other ☐  
(check one and provide a brief description)

Provide all labor, equipment, materials and appurtenances necessary to transport, treat (microencapsulation) and dispose of approximately 600 cu yds of F007, F008 listed plating debris from the Dayton Electroplating site. All wastes to be treated in accordance with the treatment standards established under the Universal Treatment Standards for the F007, F008 listed constituents.

9. Extent of Competition (Subcontractor Names and Price)

City Environmental <i>Bidder</i>	LB <i>Business Class</i>	1-14-97 <i>Date of Bid</i>	NO BID (1) <i>Amount</i>
The Environmental Qual. Co. <i>Bidder</i>	LB <i>Business Class</i>	1-13-97 <i>Date of Bid</i>	<span style="background-color: black; color: black;">[REDACTED]</span> <i>line Ex.4</i> <i>Amount</i>
Envirosafe Services of Ohio <i>Bidder</i>	LB <i>Business Class</i>	1-14-97 <i>Date of Bid</i>	NO BID (2) <i>Amount</i>
Chem-Met Services <i>Bidder</i>	LB <i>Business Class</i>	1-14-97 <i>Date of Bid</i>	NO BID (3) <i>Amount</i>
Chemical Waste Mgmt. <i>Bidder</i>	LB <i>Business Class</i>	1-14-97 <i>Date of Bid</i>	<span style="background-color: black; color: black;">[REDACTED]</span> <i>line Ex.4</i> <i>Amount</i>

(1) Cannot provide proper treatment technology.

(2) Cannot accept "whole" vats. Vats must meet site size restrictions of 36".

(3) Cannot provide proper treatment technology or accept F-listed waste materials.

10. Name of Firm Selected: The Environmental Quality Co. (Michigan Disposal)  
49350 N. I-94 Service Dr.  
Belleville, Michigan  
800-592-5489
11. Justification for Award: Low Bidder based on the requirements within the Request for Proposal.
12. Is Subcontractor already providing identical services on site? Yes ☐ No ☒ X
13. Subcontractor's Business Classification:  
☐ Small Business  
☐ Small Disadvantaged Business  
☐ Woman Owned Business  
☒ X Large Business
14. Is subcontractor on the list of debarred/suspended contractors list? Yes ☐ No ☒ X

15. Attachments:

1. Consent Memorandum
2. Consent Summary
3. Proposed Subcontract Agreement w/ Attached Flowdown Provisions
4. Request for Quotation
5. Quotation Summary
6. Written Quotations from Vendors



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5  
77 WEST JACKSON BOULEVARD  
CHICAGO, IL 60604-3590

REPLY TO THE ATTENTION OF:

Riedel Environmental Services, Inc.  
Chicago District Office  
2080 S. Carboy Road  
Mount Prospect, Illinois 60056

Attention: Mr. Bob Koentop, CHMM  
Program Manager

Subject: Contract No. 68-S2-5001, Delivery Order No. 5001-05-  
3411, Subcontract with ENVIRONMENTAL QUALITY CO.

Dear Mr. Koentop:

Your letter of 1/16/97,  
requested subcontract consent for the proposed subcontract with  
ENVIRONMENTAL QUALITY CO.  
to perform TRANSPORTATION, TREATMENT & DISPOSAL SERVICES FOR  
FOOT & FOOT LISTED DEBRIS  
at the DANTON ELECTROPLATE Site. I have reviewed the  
proposed subcontract in accordance with Federal Acquisition  
Regulation (FAR) 44.202. Therefore, pursuant to FAR 44.203, and  
in accordance with my On-Scene Coordinator Contracting Authority,  
I hereby consent to the subcontract.

This consent does not constitute a determination (1) of the  
acceptability of any subcontract terms or conditions, (2) of the  
allowability of any cost under this contract, or (3) to relieve  
the contractor of any responsibility for performing this  
contract.

Please provide a copy of the executed subcontract within ten (10)  
days of the date of this letter.

Sincerely yours,

  
Contracting Officer

cc: Robert J. Dumelle, MCC-10J



## SUBCONTRACT CONSENT CHECKLIST

Attachment 3

Page 1 of 8

CONTRACT NO. 5001-05-411 CONTRACTOR NAME: SMITH/RIEDELSUBCONTRACT FOR: TRANSPORTATION, TREATMENT & DISPOSALSERVICES FOR FOOT & FOOS LISTED DEBRIS

## A. RESPONSIBLE OFFICIAL MAY NOT GRANT CONSENT IF ANY OF THE FOLLOWING APPLY:

- Cost-Reimbursement subcontracts if the fee exceeds the fee limitations of FAR 15.903(d).
- Subcontracts providing for payment on a cost-plus-a-percentage-of-cost basis.
- Subcontracts obligating the contracting officer to deal directly with the subcontractor.
- Subcontracts that make the results of arbitration, judicial determination, or voluntary settlement between the prime contractor and subcontractor binding on the government.
- Repetitive or unduly protracted use of cost-reimbursement, time-and-materials, or labor-hour subcontracts.

## B. ADDITIONAL CONSIDERATIONS:

- |  | YES                                 | NO                                  | N/A                                 |
|--|-------------------------------------|-------------------------------------|-------------------------------------|
| 1) Is the decision to subcontract consistent with the contractor's approved make-or-buy program?   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
| 2) Is the subcontract for special test equipment or facilities that are available from Government sources?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3) Is the selection of the particular supplies, equipment, or services technically justified?  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
| 4) Has the contractor complied with the prime contract requirements regarding labor surplus area or small business subcontracting, including, if applicable, its plan for subcontracting with small business concerns? | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
| 5) Was adequate price competition obtained or its absence properly justified?  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
| 6) Did the contractor adequately assess and dispose of the contractor's alternate proposals, if offered?   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
| 7) Does the contractor have a sound basis for selecting and determining the responsibility of the particular subcontractor?  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |

YES NO N/A

- 8) Has the contractor performed adequate cost or price analysis or price comparisons and obtained accurate, complete, and current cost or pricing data, including any required certifications? ✓
- 9) Is the proposed subcontract type appropriate for the risks involved and consistent with current policy? ✓
- 10) Has adequate consideration been obtained for any proposed subcontract that will involve the use of Government-furnished facilities?         ✓
- 11) Has the contractor adequately and reasonably translated prime contract technical requirements into subcontract requirements? (i.e., bonding, insurance, DBA, SCA, conflict of interest, certificate of procurement integrity, quotations) ✓
- 12) Does the prime contractor comply with applicable cost accounting standards for awarding the subcontract? ✓
- 13) Is the proposed subcontractor on the Consolidated List of Debarred, Suspended, and Ineligible Contractors?  ✓
- 14) The proposed subcontract contains all the required Representations and Certificates, either the FAR clause or the Contractor's format.         ✓
- 15) The SOW for the proposed subcontract is not so restrictive so as to limit competition and conforms to all requirements concerning personal services, inherently governments functions and prohibited services.  ✓
- 16) The proposed subcontract contains all of the appropriate and necessary clauses and provisions, as delineated in the list of flow-down clauses below and in accordance with the FAR and EPAAR.      ✓

RESPONSIBLE OFFICIAL:

REVIEW:

(Name, Title)

Stef. TP

1/25/97

(Date)

CONSENT:

(Name, Title)

(Date)

ERCS Region V

SUBCONTRACT AGREEMENT

This SUBCONTRACT AGREEMENT is made this **16th day of January 1997**, by and between Riedel Environmental Services Inc., an Oregon corporation, hereinafter referred to as "Riedel" and The Environmental Quality Company, a Michigan corporation hereinafter referred to as "Subcontractor."

The U.S. Environmental Protection Agency ("EPA") has appointed Riedel as an Emergency Response Cleanup Service Contractor ("ERCS") for Region V (Mid-Western U.S.) under Contract Number 68-S2-5001, Delivery Order Number **5001-05-401** ("Delivery Order") thereunder for certain clean-up response activities at the EPA's Response Location at the ERCS Comet Chrome Plating site in Detroit, Michigan, (the "Site") for the purpose of providing transportation, treatment and disposal of F007, F008 contaminated soil and debris.

Riedel has been instructed by the EPA in this Delivery Order and by the EPA's On-Scene Coordinator (OSC) to solicit bids for services to perform those services as described above; and

In response to Riedel's Request for Proposal, Subcontractor bid on this work and agreed to serve as the Subcontractor on the terms and conditions stated in this Subcontract Agreement, herein and based on such Subcontractor's Proposal, Riedel has awarded the Subcontract for the Services described herein to Subcontractor;

In consideration of the mutual covenants and agreements herein contained and the payments to be made as herein provided, the parties mutually agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the meanings hereinafter set forth:

"Cleanup" - those activities as may be specified in Delivery Orders under the ERCS Contract, and as defined in the Delivery Order.

"Statement of Work" ("Services") - As further described in this Agreement Subcontractor will provide Services required to on the Site as further described in Attachment C to this Subcontract Agreement.

Subcontractor will proceed with the work as provided herein; specifications for this Work are more fully described in the Attachment C hereto and such work is herein referred to as "Services" or "Work". The scope of the Services may be altered should the EPA change the Delivery Order pertaining to such Work.

"Notice" - the term notice or the requirement to notify, as used this document or applicable state or federal statutes, shall signify a written communication delivered in person or by certified or registered mail to the individual, or to an officer of the corporation for whom it is intended.

"Work" - all material, labor, tools, and all appliances, machinery, transportation, and appurtenances necessary to perform and complete the statement of work outlined in the Subcontract, and such additional items not specifically indicated or described which can be reasonably inferred as belonging to the item described or indicated and as required by good practice to provide a satisfactory performance.

"Schedule" - Subcontractor will mobilize and be ready to begin actual operations on **February 3, 1997**. Subcontractor must have completed the work herein described on the Site as directed by the Riedel Response Manager.

In the event of a force majeure delay (due to acts of God, acts of public enemies, acts of any governmental body in its sovereign or contractual capacity, fire, flood, volcanic disturbance, epidemic, quarantines, strikes or labor disturbances, unusually severe weather or any other circumstances of like or different nature beyond Subcontractor's control), Riedel shall be liable to Subcontractor only for the amount of per-diem set forth in the Federal or Joint Travel Regulations applicable to the region in which the Work is being performed, until such time as Work can be resumed.

2. Inherent Hazards. Subcontractor agrees to become familiar with the terms and conditions of the EPA request for this removal. Subcontractor agrees to inform itself as to the nature of the work involved and the hazards inherent in performing this Agreement, and to submit all materials required by Riedel in a timely manner.

3. Standards for Removal Work to be Performed. Subcontractor shall serve as Subcontractor to Riedel with the responsibilities and authorities as are delegated herein. As Subcontractor, Subcontractor shall be subject to the inspection standards set forth herein and shall in all respects comply with the requirements of the ERCS Contract relating to work performed by the Subcontractor, including Subcontractor's responsibility for supervision of its own personnel. Inspection and acceptance of materials and services to be provided hereunder will be performed by the EPA's Contracting Officer or the duly authorized representative.

Subcontractor shall be responsible for providing the technology, assets, materials, tools, supplies, equipment and personnel for services as described in the Statement of Work at the Site.

4. Term of Agreement and Termination. The term of this Agreement shall commence on the date hereof and shall terminate on completion and acceptance of Services by Riedel, unless terminated sooner by order of the EPA. Riedel may suspend or terminate this Subcontract if ordered to do so by the EPA. The parties agree to cooperate in good faith to negotiate any changes to Subcontractor's pricing structure hereunder as may be necessitated by such suspension or termination prior to completion, if such termination is entirely due to causes beyond the reasonable control of Subcontractor, and Subcontractor has fully performed the Services as scheduled in good faith prior to termination.

Riedel may, at any time, terminate this Subcontract or any work being performed hereunder for any reason by giving written notice to the Subcontractor. The Subcontractor shall stop all work so terminated on the date specified in such notice. Riedel shall pay the Subcontractor for all work satisfactorily performed to the date of termination. In no event will Riedel be liable to pay any lost or unearned profit, bonus, damage or other claim for work terminated or work not performed.

5. Timely Performance. Subcontractor understands that time is of the essence in connection with its compliance with the terms and conditions of the ERCS Contract and this Subcontract Agreement. Subcontractor agrees to commence the Services to be performed hereunder promptly, consistent with the time response limits specified, after being directed by Riedel to do so, and to prosecute such work diligently and continuously thereafter so as to complete such work within the time constraints issued by Riedel and/or the EPA. No extension of time to perform work shall be valid without the written approval of Riedel. Subcontractor shall defend, indemnify and hold Riedel harmless for any claim, loss, cost, damages, expense or liability, which may be suffered by Riedel, all as the result of the failure by Subcontractor to perform in a timely manner, as obligated hereunder.

6. Payments to Subcontractor.

6.1 Compensation. Subcontractor agrees to be compensated for all Work performed hereunder by the payment of the lump sum fee as set forth below. The Lump Sum shall be established using the Pay Items ("Pay Items") as set forth in Attachment D (the rates listed for personnel, supplies, materials and equipment in Subcontractor's Proposal), as accepted by Riedel for bid award, each of which is attached hereto and by this reference incorporated herein as part of this Agreement, subject to any adjustments hereafter made by written agreement of the parties. If there is any conflict between Riedel's Agreement and Subcontractor's Proposal, the terms of the Agreement shall be deemed to control. The rates listed in Subcontractor's Proposal include all taxes, fees, assessments and premiums arising out of or in connection with the work to be performed hereunder.

Invoices not received within five (5) days after the last day of a calendar month will be considered the following calendar month's business. Payment will be delayed accordingly, and discount terms will be deemed to begin the first day of said following month. If invoices are returned to Seller because of errors or omissions, discount terms will then date from the date of receipt by Buyer of corrected or delayed invoices. Invoices must not be dated prior to shipping date or if F.O.B. destination, prior to arrival at destination.

It is understood and agreed that no interest, service or carrying charges will be paid by Buyer on this order or any change to it, unless otherwise stated in this order.

Unless otherwise specified herein, terms of payment shall be 2% cash discount within thirty days after receipt of invoice.

Terms of Payments shall be NET 60 following receipt of proper invoice with appropriate supporting documentation.

6.2 Payment of Lump Sums. Riedel and Subcontractor agree that the Payments for Services shall be allocated and paid in accordance with the successful completion of the Work as defined and set forth in Attachment C.

6.3 Certification by Subcontractor. Prior to making payment for the Pay Item or final payment to Subcontractor, Riedel reserves the right to require Subcontractor to certify that all obligations incurred by or on behalf of Subcontractor in connection with performance of its obligations hereunder have been paid and/or satisfied. In addition to such certification, Riedel may require Subcontractor to furnish other reasonable evidence that such obligations have been satisfied and/or paid.

6.4 Final Payment. Final payment, constituting the entire unpaid balance of monies owed Subcontractor, shall be due on completion of work as specified herein, and inspection and acceptance by Riedel and EPA. As a condition precedent to final payment, Subcontractor shall execute and deliver a release discharging Riedel, its officers, agents, and employees of any and all claims and demands of any nature whatsoever which it may have arising out of or in any manner connected with this Agreement. Such release and discharge shall be in addition to other evidence that all of Subcontractor's obligations in connection with the work have been satisfied, as may reasonably be requested by Riedel.

6.5 EPA Audit. In the event EPA should at any time audit the billings of Riedel or Subcontractor under the ERCS Contract, then the audited party shall promptly notify the other of such audit and afford the other the opportunity to participate in the audit process. Should such audit result in a conclusion that such billings were excessive, then that party shall remit its share of such over billings to the EPA.

6.6 Invoices. Invoices for payment shall be submitted in an original and two copies and shall include the description of services, and amount of payment requested. Each invoice submitted for this Agreement shall be numbered consecutively. The Prime Contractor may refuse to recommend the whole or any part of any payment if, in its opinion, it would be incorrect to make such representations to the U.S. EPA. Prime Contractor may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in the Prime Contractor's opinion to protect U.S. EPA from loss because:

- (a) the Work is defective;
- (b) written claims have been made against the Prime Contractor or liens have been filed in connection with the Work;

- (c) the Subcontract price has been reduced because of change orders;
- (d) Prime Contractor has been required to correct defective work or complete work in accordance with its authority to do so under Section 11 Remedies;
- (e) of Subcontractor's unsatisfactory prosecution of the work in accordance with the subcontract; or
- (f) Subcontractor's failure to make payment to its subcontractors or for labor, materials, or equipment.

7. Inspection and Acceptance.

7.1 Acceptance and Inspection Determinations by Riedel or EPA. No compensation shall be paid Subcontractor for work not approved and accepted by Riedel.

7.2 Final Acceptance of Work. No payment to Subcontractor shall operate as an approval or acceptance of any work performed or materials furnished by Subcontractor. Such acceptance shall be deemed to have occurred only upon final acceptance by formal action of EPA.

8. Subcontractor's Obligations to Third Parties. Subcontractor shall promptly make payment to all persons supplying it with labor, material, equipment and supplies prior to submitting invoices to Riedel and shall pay all other charges, taxes, fees, assessments and premiums of whatever nature in connection with its work under this Agreement within fifteen (15) days of receiving payment from Riedel for such work. Subcontractor will defend, indemnify and hold Riedel and EPA harmless from any action, suit, claim, lien, cost or expense arising out of nonpayment by Subcontractor of any such obligations. Subcontractor agrees that if any lien is filed or if a claim of any nature is asserted against EPA and/or Riedel on account of any obligations of Subcontractor, Subcontractor shall, within five (5) days thereafter, at its own cost and expense, cause such lien or claim to be satisfied or discharged. In the event Subcontractor fails to do so, Riedel shall have the right to withhold the claimed unpaid amount out of the payment(s) next becoming due to Subcontractor.

9. Changes, Extra Work. Subcontractor shall be bound to the same extent as Riedel by any changes, alterations or extra work directed by EPA under the ERCS Contract, including changes in sequence or scheduling, and Subcontractor shall perform such work in accordance with the provisions of this Subcontract Agreement and delivery or change orders issued by EPA, unless Subcontractor is not authorized to perform such work, or Subcontractor determines that such work may not be performed in accordance with applicable federal, state or local laws or regulations. Subcontractor will be notified of any changes, alterations or extra work requested by EPA pertaining to Subcontract work and will be consulted with respect to any proposed changes in the Lump Sums, Unit Rates or Schedule for performance. Subcontractor authorizes Riedel to negotiate with EPA on its behalf as to the Lump Sum, Unit Rates or Schedule for performance; provided, however, Subcontractor's payments may not be reduced below that listed in its proposal without the written consent of Subcontractor. From any amounts received from EPA by Riedel on account of changes, alterations, extra work, changed conditions or other modification in the work, Riedel shall pay to Subcontractor the Subcontractor's cost allowed by EPA, if any. In no event shall Subcontractor be entitled to receive more than its proportionate share of the amount received by Riedel.

10. Events of Default. Any of the following events shall constitute a default by Subcontractor under this Agreement:

(a) Subcontractor fails to commence performance of work within the specified time or fails to prosecute work continuously with sufficient supervision, personnel and equipment to insure its completion within the time and in the manner specified herein, where such failure would materially and adversely affect performance of the work required under this Subcontract, or breaches any other terms of this Agreement.

(b) Subcontractor is dissolved, has entered against it an order for relief in an involuntary action under the federal bankruptcy laws, commences a voluntary action under the federal bankruptcy laws, makes an assignment for the benefit of creditors, files a petition to take advantage of any other state or federal insolvency statute, or fails to pay its obligations as they become due.

11. Remedies. Upon the occurrence of any event of default, specified in Section 10(a) or 10(b) above, Riedel shall give Subcontractor notice in writing, specifying the nature of default. If Subcontractor has not cured such default within 48 hours after notice or if an event described in Section 10 occurs, Riedel may without further notice and subject to the rights of any trustee in bankruptcy or debtor in possession under the bankruptcy code exercise any one or any combination of the following remedies:

(a) supply such labor, material, equipment, etc. as Riedel deems advisable for the completion of such work and charge the cost thereof, less any reimbursed costs, to Subcontractor, and/or

(b) relet the work covered under this Agreement to any other persons by one or more contracts, and charge the Subcontractor the sum of (i) the actual price paid to the party performing the relet work, less amounts paid by EPA to Riedel for the relet work; and/or

(c) terminate this Agreement, and Riedel shall be entitled to recover from Subcontractor and from Subcontractor's surety, if any, all costs incurred by Riedel in connection with Subcontractor's default.

Riedel shall be entitled to interest for any sums it expends pursuant to Sections 10(a) and/or (b) and such interest shall accrue from the date Riedel pays such sums.

The remedies specified herein shall be in addition to any other rights and/or remedies Riedel may have at law or equity arising from an event of default by Subcontractor under this Agreement.

12. Indemnity.

(a) By Subcontractor. Subcontractor agrees to defend, indemnify and to hold harmless Riedel and EPA, including their officers, agents and employees, from all claims, demands, losses, costs, damages, expenses or liabilities, including attorneys' fees and related legal expenses, arising out of or in connection with: (i) any default by Subcontractor under this Agreement; or (ii) injury to or death sustained by any person, including but not limited to Subcontractor's officers, agents and/or employees, damage to property of any kind which injury, death, damage, is caused by the willful misconduct or negligent act or omission of Subcontractor.

(b) By Riedel. Riedel shall defend, indemnify and hold harmless Subcontractor, its officers, directors, agents and employees from all claims, demands, losses, costs, damages, expenses or liabilities, including attorneys' fees and related legal expenses, resulting from: (i) any default by Riedel under this Agreement; or (ii) injury to or death sustained by any person, including but not limited to Riedel's officers, agents and/or employees, or damage to property of any kind, which injury, death or damage is caused by the willful misconduct or negligent act or omission of Riedel.

(c) With EPA consent, Riedel shall indemnify the Subcontractor for any liability of Subcontractor not compensated by insurance or otherwise, including the expense of litigation or settlement, arising out of Subcontractor's negligent performance under this Subcontract in carrying out response action activities, if such liability results from a release of any hazardous substance or pollutant or contaminant, and subject to all other terms and conditions, including but not limited to those pertaining to the maintenance of minimum levels of insurance, of Section 119 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as set forth in Attachment A, attached hereto and made a part hereof as though fully set forth. Provided, however, that the levels of insurance to be maintained by Subcontractor set forth in this Subcontract shall control to the extent they are higher or broader than those set forth in Attachment A.

13. Binding Effect. The covenants, conditions and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the parties, their legal representatives, and, subject to Section 12(b) and otherwise to the extent transferable and/or delegable to their assignees, transferees and other successors, so long as such assignment or transfer is acceptable to both parties, and such acceptance will not unreasonably be withheld.

14. Insurance. Prior to performance of any work hereunder and during the term hereof, Subcontractor shall obtain (or to the extent required by the EPA, attempt to obtain) insurance within the limits, coverages, and deductibles and for such periods of time as required by Riedel and as designated below.

<u>COVERAGE</u>	<u>LIMITS</u>
Bodily Injury:	\$1,000,000 per person \$1,000,000 per occurrence
Property Damage:	\$1,000,000 per occurrence \$1,000,000 aggregate
Pollution Liability:	\$1,000,000 aggregate. Note: Pollution Liability is only required when services are rendered on site.
Workman's Compensation:	Statutory
Automotive/Transportation	\$3,000,000 min. aggregate with MCS-90 hazardous materials transport endorsement. Note: MCS-90 endorsement is only required where hazardous materials transportation is part of the scope of service.
Environmental Impairment Liability:	\$3,000,000 per occurrence, \$6,000,000 aggregate. Note: Only required of TSDF facilities. Proof of insurance required, however RES does not require to be named on insurance certificate.

Subcontractor shall require all insurance companies issuing policies of insurance to Subcontractor pursuant to this Agreement to certify to Riedel that such policies have been issued, are in force and will not be canceled or annulled except upon 30 days' prior written notice to Riedel. Subcontractor shall not cancel any policies of insurance required hereunder either before or after expiration or earlier termination of this Agreement without the written consent of Riedel. All policies shall name Riedel, its officers, agents and employees as additional insured. In the event any work under this Agreement is further subcontracted, Subcontractor shall require insurance as herein provided to be obtained (or to the extent required by the EPA, attempted to be obtained) by all such Subcontractors of any tier and shall upon request furnish Riedel evidence of such insurance. Subcontractor shall provide Riedel with evidence of such insurance. Subcontractor shall provide Riedel with evidence of all of the foregoing insurance coverages as Riedel may deem satisfactory.

15. Supervision. Subcontractor shall at all times provide adequate supervision for the work it performs hereunder.

16. Safety. Subcontractor shall comply with all applicable safety rules, regulations and recognized trade practices for the protection of workers and other persons, including the general public, at any work site.

17. Independent Contractor. Subcontractor is an independent contractor and independent employing unit, and Subcontractor shall keep such employment records and make such reports and payments of employer taxes or contributions as required by law. Subcontractor agrees to defend, indemnify, and hold harmless Riedel from any claim, demand, loss, expense or liability arising out of or in connection with Subcontractor's status as an employing unit.

18. Compliance with Laws/Indemnity for Non-Compliance. All statutes, rules, regulations, orders or similar provisions required to be made a part of this Agreement are by this reference specifically incorporated herein. Subcontractor shall comply with all applicable federal, state and local laws, regulations and standards, including without limitation those governing labor, safety, health, and sanitation, air quality and emissions and agrees to defend, indemnify and hold harmless Riedel from any and all claims, demands, losses, costs, expenses or damages, including attorneys' fees and related legal expenses, which may result from Subcontractor's violation of such laws, regulations and standards.

19. Licenses. Subcontractor shall obtain and pay for all licenses, inspections and permits required by any public authority in connection with work performed by Subcontractor hereunder.

20. Confidentiality of Information. Subcontractor and Riedel shall treat as confidential property and shall not disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform the Services contemplated by this Agreement hereunder or required by law to be disclosed, or reproduce any information, including technical information, experience, data, or discussions regarding the performance of this Agreement, either party's plans, processes, products, costs, equipment, operation, or customers which may come within the knowledge of the parties, their officers or their employees in the performance of this Agreement without in each instance securing the prior written consent of the other party and the EPA. Subcontractor shall also treat as confidential and shall not disclose to others, except as required by law, rules, regulations, and/or orders, information relating to the chemical composition of the Waste and/or the quantity of Waste. Subcontractor agrees to distribute any such materials internally on a strictly "need-to-know" basis. Subcontractor agrees not to divulge any such material described above to any third party other than EPA, without the prior written approval of the EPA. Subcontractor must obtain approval of the Riedel Response Manager prior to releasing any information to the news media regarding activities being conducted under this Agreement, and if such publicity is approved Subcontractor must acknowledge EPA support. The foregoing obligations shall survive the termination or expiration of this Agreement. Nothing herein, however, shall prevent either Subcontractor or Riedel from disclosing to others or using in any manner information which either party can show:

(a) Has been published and has become part of the public domain other than by acts, omissions, or fault of Subcontractor or Riedel or their employees.

(b) Has been furnished or made known to Subcontractor or Riedel by third parties other than those acting directly or indirectly for or on behalf of Riedel, EPA or Subcontractor as a matter of legal right without restriction or disclosure.

(c) Was in either party's possession prior to the disclosure thereof by Riedel or Subcontractor to each other.  
At the request of Riedel, any such material generated or obtained during performance of this Agreement shall be delivered to Riedel. Noncompliance by Subcontractor, or by others under the control of Subcontractor, of this Confidentiality of Information provision will be sufficient cause for Riedel to immediately terminate this Agreement without prior written notice. Further, violation of this Confidentiality of Information provision may be cause for prosecution of Subcontractor by Riedel and/or EPA for any damages from such violation.

Subcontractor must obtain signed Confidentiality Agreements (Attachment E) from each employee who may provide work in accordance with this Subcontract and provide them to the Response Manager.

21. Amendments. This document, including all attachments, is the entire agreement between Riedel and Subcontractor with respect to the subject matter hereof, and supersedes all prior agreements between the parties relative to such subject matter. There are no understandings, representations or agreements of any kind, oral or written, except as set forth herein. No modification or amendment of this Agreement may be made unless it is in writing and signed by the party to be bound thereby.

22. Invalidity. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted, but only to the extent that such provision is deemed invalid as to any particular set of circumstances.

23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

24. Requirements of the ERCS Contract. The ERCS Contract requires that all Subcontracts, including this Subcontract, require that the Subcontractor comply with certain provisions of the ERCS Contract. These provisions are set out on Attachment B attached hereto. Subcontractor agrees to perform the obligations of the "Contractor" and to otherwise comply with the terms of Attachment B as though Subcontractor were the "Contractor" described therein.

25. Service Contract/Davis-Bacon Act. This subcontract shall be performed under the provisions of the Service Contract Act of 1965 (EP 52.222-240) (April 1984), or the Davis-Bacon Act and Related Acts, Provisions, and Procedures (CFR48 Part 52.222-5), or both. Attachment C, Statement of Work, specifies which provision applies to the phases of work covered by this subcontract. Required wage rates are set forth in the subcontract attachments.

26. Payment Bonds. Subcontractor is required to provide a payment bond for performance of work under this contract if the Subcontract exceeds \$50,000.00. The penal sum of the payment bond shall equal -

(a) 50% of the contract price if the contract price is not more than \$1 million;

(b) 40% of the contract price if the contract price is more than \$1 million; but not more \$5 million; or

(c) \$2.5 million if the contract price is more than \$5 million.

27. Reports of Work. The Subcontractor shall provide the Riedel Response Manager with the reports specified in the Statement of Work.

28. Working Files. The Subcontractor shall maintain accurate working files on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this Subcontract. The Subcontractor shall provide the information contained in its working files upon request of the Riedel Response Manager.

29. Organizational Conflicts of Interest.

(a) The Subcontractor warrants that, to the best of the Subcontractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5 (Attachment F), or that the Subcontractor has disclosed all such relevant information.

(b) The Subcontractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Subcontractor will make a full disclosure in writing to the Riedel Response Manager. This disclosure shall include a description of actions which the Subcontractor has taken or proposes to take, after consultation with the Riedel Response Manager, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) Remedies - Riedel may terminate this Subcontract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Subcontractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Riedel Response Manager, Riedel may terminate the Subcontract for default, and the EPA may debar the Subcontractor from Government contracting, or pursue such other remedies as may be permitted by law or this Subcontract.

(d) The Subcontractor further agrees to insert in any Subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph (d).

30. Conflict of Interest: Special. EPA has determined that participation in a response action by a potential responsible party could create an organizational conflict of interest, (i.e. the Subcontractor or its Subcontractor would be placed in a position where its interests as a potential responsible party would conflict with its ability to properly perform the work or would otherwise adversely affect State or Federal enforcement action). The Agency also considers it a potential conflict of interest for the same commercial organization to perform both the TAT Scope of Work and that of the ERCS at the same site. Accordingly, prior to commencement of any Site related effort, the Subcontractor agrees to immediately notify or reaffirm to the Riedel Response Manager any actual or apparent conflict of interest the firm may have. The Subcontractor shall require a bidder or offeror on any Subcontract funded under this Subcontract to provide, with its bid or proposal: (1) information on its status and status of parent companies, subsidiaries, affiliates and Subcontractors as potential responsible parties at the site; (2) certification that, to the best of its knowledge and belief, it has disclosed such information or no such information exists; (3) a statement that it shall immediately disclose any such information discovered after submission of its bid or proposal, or after award. The Subcontractor shall evaluate such information and shall notify the Riedel Response Manager of the same and recommend the exclusion of any bidder or offeror who is potential responsible party at the site if the Subcontractor considers the bidder's or offeror's conflict of interest is significant and cannot be avoided or otherwise resolved.

31. Organizational Conflict of Interest Notification

(a) The prospective Subcontractor certifies (Attachment F) to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Subcontractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (included its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

The Subcontractor must have each employee performing work under this Subcontract complete the personal Conflict of Interest Certification (Attachment "G").

(b) Prospective Subcontractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Riedel Response Manager determines that a potential conflict exists, the prospective Subcontractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special Subcontract clause or other appropriate means. The terms of any special clause are subject to negotiation.

32. Special Organizational Conflict of Interest Notification and EPA Concerns

(a) The work to be performed under this Request for Proposal is done under the authority of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) as amended by Superfund Amendments and Reauthorization Act of 1986 (SARA). Under CERCLA, certain individuals, businesses and other entities may be legally responsible for the cost of cleanup work associated with the scope of work under this solicitation. They may be responsible as potential responsible parties: (1) because of their ownership or operation of the site, (2) because they transported hazardous materials to the site, (3) because they arranged for the disposal of hazardous substances, (4) because of other reasons set forth in Section 107 of CERCLA.



(b) The Federal Government has determined that the cleanup of a site by a potentially responsible party could create an organizational conflict of interest, i.e., the Subcontractor would be placed in a position where its interest as a potentially responsible party at a particular site would conflict with its ability to properly perform the cleanup work or would otherwise adversely affect federal enforcement action. For purposes of this paragraph (b), the term Subcontractor includes the Subcontractor's parent company, its subsidiaries and affiliates, any consultants, and its Subcontractors.

(c) In order to assist the Government in identifying potential conflicts, the offeror shall provide, with its offer, information relating to its status and the status of its parent company, subsidiaries, affiliates, consultants, and Subcontractors as potential responsible parties for all known sites in the geographical area under which a proposal is submitted. In submitting an offer, the offeror shall certify that to the best of its knowledge and belief no such information exists or, if such information exists, it has been disclosed to the Riedel Response Manager. In addition, the offeror agrees to immediately disclose any such information discovered after submission of its offer but prior to receiving notice of an award.

(d) Eligibility for award of a Subcontract under this solicitation will be determined as prescribed in FAR Subpart 9.5 and EPAAR 1509.5. In addition to the concerns addressed above, EPA is also concerned that a potential conflict of interest may exist:

(i) By allowing an offeror or Subcontractor which is a potentially responsible party (reference paragraph (a)), their parent company, subsidiaries, affiliates, any consultants, subcontractors, and current clients to perform any work covered by this solicitation. Riedel reserves the right to declare any offeror ineligible for award in the geographic area where Riedel determines that the number of sites at which there is an actual, potential, or apparent organizational conflict of interest is so significant as to impair a firm's ability to provide substantial Subcontract performance.

ii) By allowing a Subcontractor to also perform as a TAT Subcontractor or Subcontractor within the same project. Riedel will not make an award to an offeror under this solicitation who is also performing, at time of award, as a TAT Subcontractor or Subcontractor on this project. Notwithstanding the provisions of Section 30, "Organizational Conflicts of Interest", this award preclusion is non-negotiable. See FAR 9.508. The nature of this conflict relates to the fact that an ERCS Subcontractor deals predominantly with non-NPL sites as do the TAT contractors. Significant overlap exists relative to TAT recommendations being implemented by ERCS contractors. Due to the sensitivity of cost recovery actions, Riedel and the Government must avoid the slightest appearance of conflict of interest.

### 33. Publicity.

(a) The Subcontractor agrees to notify and obtain the verbal approval of the Riedel Response Manager prior to releasing any information to the news media regarding the removal or remedial activities being conducted under this Subcontract.

(b) It is also agreed that the Subcontractor shall acknowledge EPA support whenever the work funded in whole or in part by this Subcontract is publicized in any news media.

34. Government Rights Under The Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). The award of this Subcontract does not constitute a waiver of the Government's right to bring action against any person, or persons, including the Subcontractor, for liability under any provision of CERCLA. Furthermore, if the Subcontractor is determined to be liable under Section 107 of CERCLA, the Government may set-off the amount of any such liability against amounts otherwise due and payable under this Subcontract.

The disclosure of any potential conflicts of interest as required in the CONFLICT OF INTEREST NOTIFICATION of this Subcontract shall not be construed or interpreted as an admission by the Subcontractor of any liability under CERCLA. Further, nothing contained within this Subcontract shall be deemed, construed and/or interpreted as a waiver by the Subcontractor of any defenses it may have or may wish to assert in any action by the Government under CERCLA

### 35. Data

(a) The Subcontractor hereby agrees to deliver to Riedel, within sixty (60) days after the completion of the period of performance the following documents:

(1) All originals and copies, and all abstracts or excerpts therefrom, of all information supplied to the Subcontractor by the Government or Riedel and specifically designated "Confidential Business Information", pursuant to the Subcontract clause entitled "Treatment of Confidential Information."

(2) All originals and copies, and all abstracts or excerpts therefrom, of all information collected by the Subcontractor directly from a business or from a source that represents a business or businesses, such as a trade association, pursuant to the Subcontract clause entitled "Screening Business Information for Claims of Confidentiality".

(3) All originals (if originals are unavailable, copies will be acceptable) of all data, as that term is defined in the Subcontract clause entitled "Rights in Data-General", which is pertinent to support of the Emergency Response Program and has been furnished to the Subcontractor in performance of this Subcontract. In the event that there is any disagreement as to whether certain data is considered pertinent, the Riedel Response Manager shall make the final determination. This determination shall not be subject to the terms of the clause entitled "Disputes set forth in the Subcontract Clauses of this Subcontract.

(4) Copies of all other types of additional data, including, but not limited to, reference materials, source lists, field notes, log books, chemical data, maps, and photographs pursuant to the Subcontract clause entitled "Additional Data Requirements".

(b) With regard to all copies of data specifically requested by Riedel and supplied in response thereto by the Subcontractor under the Subcontract clause entitled "Additional Data Requirements", the Subcontractor shall, pursuant to said clause, be entitled to an equitable adjustment in the estimated cost and fixed fee of the Subcontract to cover the cost of collecting, preparing, editing, duplicating, assembling, and shipping the data requested.

(c) The Subcontractor shall not be required to turn over or provide to Riedel any of the following:

(1) Financial, administrative, cost and pricing and management data, or other information incidental to Subcontract administration, pursuant to the clause entitled "Rights in Data-General". Such financial, cost pricing data does not refer to site specific cost records which are necessary to substantiate cost recovery actions.

(2) Contractual agreements for supplies or services. (This exclusion does not apply however, to data resulting from such services.)

(3) Subcontractor and personnel performance ratings and evaluations.

(4) Data previously developed by parties other than the Subcontractor which was acquired independently of this Subcontract or acquired by the Subcontractor prior to this Subcontract under conditions restricting the Subcontractor's right to such data.

(d) Upon receipt of all data provided to the Government or Riedel by the Subcontractor under Paragraph A. above, Riedel shall acknowledge in writing to the Subcontractor the receipt of all confidential or other data.

36. Screening Business Information for Claims of Confidentiality.

(a) Whenever collecting information under this Subcontract, the Subcontractor agrees to comply with the following requirements:

(1) If the Subcontractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Subcontractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Subcontractor shall identify the information according to source.

(2) If the Subcontractor collects information from a State or local Government or from a Federal agency, the Subcontractor shall submit a list of these sources to the Riedel Response Manager at the time the information is initially submitted to EPA. The Subcontractor shall identify the information according to source.

(3) If the Subcontractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Subcontractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by Riedel and the EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Subcontractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Subcontractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Riedel Response Manager.

(ii) Upon receiving the information, the Subcontractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Subcontractor initially submits the information to the appropriate program office, the Subcontractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the Claim.

This Agreement is hereby executed in duplicate, each of which is an original, as of the day and year first written above.

**RIEDEL ENVIRONMENTAL SERVICES, INC.**

By \_\_\_\_\_

Title \_\_\_\_\_

**THE ENVIRONMENTAL QUALITY COMPANY**

By \_\_\_\_\_

Title \_\_\_\_\_

**ERCS Region V  
Contract 68-S2-5001**

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**List of Attachments for  
Purchase Orders and  
Subcontracts over \$2,500.00**

- A: CERCLA Indemnification Provisions  
(Not offered to off-site treatment and disposal facilities)**
- B: Additional Contract Clauses and Requirements**
  - I. Contract Work Hours and Safety Standards Act**
    - 1. Contract Work Hours and Safety Standards Act - Overtime Compensation
    - 2. Equal Opportunity
    - 3. Disabled Veterans and Veterans of the Vietnam Era
    - 4. Employment of the Handicapped
    - 5. Retention and Availability of Subcontractor Files
    - 6. Clauses Incorporated by Reference
    - 7. Clauses incorporated by Reference - Associated with the Davis-Bacon Act
  - II. Notice to Employees Working on Government Contracts**
  - III. Department of Labor Wage Determination Number 96-0223**
  - IV. Flowdown Clauses for all dollar values (Contract 68-S2-5001)**
- C: Statement of Work**
- D: Schedule of Pricing**
- E: Confidentiality Agreement - Subcontractor Employees**
- F: Conflict of Interest Certification**
- G: Personal Conflict of Interest Certification**

Attachment A

CERCLA Indemnification Provisions

Attachment A  
PAGE 1 OF 2

Insurance -- Liability to Third Persons -- Commercial Organizations  
(EPAAR 1552.228-70) (Apr. 1984) (with deviation)

(a) This clause will be modified by the mutual agreement of the parties hereto within 180 days of the EPA's promulgation of final guidelines for carrying out the provisions of Section 119 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA).

(b) The Contractor shall procure and maintain such insurance as is required by law or regulations, including that required by FAR Part 28, in effect as of the date of execution of this contract, and any such insurance as the Contracting Officer may, from time to time, require with respect to performance of this contract.

(c) At a minimum, the Contractor shall procure and maintain the following types of insurance.

- (1) Workmen's compensation and occupational disease insurance in amounts to satisfy State Law;
- (2) Employer's liability insurance in the minimum amount of \$100,000 per occurrence;
- (3) Comprehensive general liability insurance for bodily injury, death or loss of or damage to property of third persons in the minimum amount of \$1,000,000 per occurrence;
- (4) When vessels are used in the performance of the contract, vessel collision liability and indemnity liability insurance in such amounts as the Contracting Officer may require or approve: provided, that the Contractor may, with the approval of the Contracting Officer, maintain a self insurance program. All insurance required pursuant to the provisions of this paragraph shall be in such form and for such periods of time as the Contracting Officer may, from time to time, require or approve and with insurers approved by the Contracting Officer.

(d) The Contractor further agrees that it will make diligent efforts throughout contract performance in accordance with EPA guidelines to obtain adequate pollution liability insurance.

(e) The Contractor agrees, to the extent and in the manner required by the Contracting Officer, to submit for the approval of the Contracting Officer all insurance maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement hereunder. The Contractor's submission shall include documentation demonstrating its diligent efforts to obtain pollution liability insurance.

(f) The Contractor shall be reimbursed, for the portion allocable to this contract, the reasonable cost of insurance (including reserves for self insurance) as required or approved pursuant to the provisions of this contract clause.

(g) (1) Pursuant to Section 119 of CERCLA, the EPA will hold harmless and indemnify the Contractor against any liability (including the expenses of litigation or settlement) for negligence arising out of the Contractor's performance under this contract in carrying out response action activities. Such indemnification shall apply only to liability not compensated by insurance or otherwise and shall apply only to liability which results from a release of any hazardous substance or pollutant or contaminant if such release arises out of the response action activities of this contract. Further, any liability within the deductible amounts of the Contractor's insurance will not be covered under this contract clause.

(2) For purposes of this clause (g), if the Contracting Officer has determined that the insurance identified in paragraph (d) is not available at a reasonable cost, the Government will hold harmless and indemnify the Contractor for liability to the extent such liability exceeds \$100,000.00.

(3) The Contractor shall not be reimbursed for liabilities as defined in (g) (including the expenses of litigation or settlement) that were caused by a the conduct of the Contractor (including any conduct of its directors, managers, staff, representatives or employees) which was grossly negligent, constituted intentional misconduct, or demonstrated a lack of good faith. Further, The Contractor shall not be indemnified for liability arising under strict tort liability, or any other basis of liability other than negligence.

(h) The Government may discharge its liability under this contract clause by making payments directly to the Contractor or directly to parties to whom the Contractor may be liable.

(j) With prior written approval of the Contracting Officer, the Contractor may include in any subcontract under this contract the same provisions in this clause whereby the Contractor shall indemnify the Subcontractor. Such a subcontract shall provide the same rights and duties and the same provisions for notice, furnishings of evidence or proof, and the like, between the Contractor and the Subcontractor as are established by this clause. Similar indemnification may be provided for subcontractors at any time upon the same terms and conditions. Subcontracts providing for indemnification within the purview of this contract clause shall provide for prompt notification to the Contractor which is covered by this contract clause, and shall entitle the Government, at its election, to control, or assist in the settlement or defense of any such claim or action. The Government will indemnify the Contractor with respect to his obligation to subcontractors under such subcontract provisions. The Government may discharge its obligations under this paragraph by making payments directly to subcontractors or to parties to whom the subcontractors may be liable.

(j) If insurance coverage required or approved by the Contracting Officer is reduced without the Contracting Officer's approval, the liability of the Government under this contract clause will not be increased by reason of such reduction.

(k) The Contractor shall:

(1) Promptly notify the Contracting Officer of any claim or action against the Contractor or any subcontractor which reasonably may be expected to involve indemnification under this contract clause;

(2) Furnish evidence or proof of any claim covered by this contract clause in the manner and form required by the Government; and

(3) Immediately furnish the Government copies of all pertinent papers received by the Contractor. The Government may direct, control, or assist the settlement or defense of any such claim or action. The Contractor shall comply with the Government's directions, and execute any authorizations required in regard to such settlement or defense.

(l) Reimbursement for any liabilities under this contract clause will not exceed appropriations available from CERCLA's Hazardous Substance Superfund (except to the extent that Congress may make appropriations to specifically fund any deficiencies) at the time such liabilities are represented by final judgments or by settlements approved in writing by the Government.

Attachment B

Contract Work Hours and Safety Standards Act - Overtime Compensation

Section I

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1. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (FAR 52.222-4) (March 1986)

(a) *Overtime requirements.* No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulations (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in such workweek

(b) *Violation; liability for unpaid wages.* In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanics employed of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer shall upon his or her own action or upon written request or an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

(d) *Payrolls and basic records.* (1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act. (2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.

(e) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the provisions set forth in paragraphs (a) through (e) of this clause and also a clause requiring the subcontractors to include these provisions in all lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.

2. EQUAL OPPORTUNITY (FAR 52.222-26)

(Applies to subcontracts and purchase orders in excess of \$10,000)

(The following clause is applicable unless this Subcontract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (4) CFR, Ch. 60.)

During the performance of this Subcontract, the Subcontractor agrees as follows:

(a) The Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subcontractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Riedel Response Manager setting forth the provisions of this Equal Opportunity clause.

ATTACHMENT B  
SECTION I  
PAGE 2 OF 7

(b) The Subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Subcontractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by Riedel, advising the labor union or workers' representative of the Subcontractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Subcontractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Subcontractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and order of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractors' noncompliance with the Equal Opportunity clause of this Subcontract or with any of the said rules, regulations, or orders, this Subcontract may be canceled, terminated, or suspended, in whole or in part, and the Subcontractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 14, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Subcontractor will include the provisions of paragraphs (a) through (g) in every sub-contract or purchase order issued. Unless exempted by rules, regulations, or orders of the Secretary of Labor pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Subcontractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions.

3. DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (FAR 52.222-35)  
(Applies to subcontracts and purchase order in excess of \$10,000)

(a) The Subcontractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Subcontractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Subcontractor agrees that all suitable employment openings of the Subcontractor which exist at the time of the execution of this Subcontract and those which occur during the performance of this Subcontract, including those not generated by this Subcontract and including those occurring at an establishment of the Subcontractor other than the one wherein the contract is being performed by excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Subcontractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required. State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Subcontractor from any requirements in Executive Orders or regulations regarding non-discrimination in employment.



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SECTION I  
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(d) The reports required by paragraph (b) of this clause shall include, but not be limited to periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Subcontractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of disabled veterans of the Vietnam era hired, and (3) the total number of veterans hired. The reports should include covered veterans hired for on-the-job-training under 38 U.S.C. 17897. The Subcontractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The Subcontractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year. After final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment, and placement.

(e) Whenever the Subcontractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Subcontractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Subcontractor may advise the State system when it is no longer bound by this Subcontract clause.

(f) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 states, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d) and (e) of this clause do not apply to openings which the Subcontractor proposes to fill from within his/her own organization or to fill pursuant to the customary and traditional employer-union hiring arrangements. This exclusion does apply to a particular opening once an employer decides to consider applicants outside of his/her own organization or employer-union arrangement for that opening.

(h) As used in this clause: (1) "all suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and non-production; plant and office; laborers and mechanics; supervisory and non-supervisory; technical; and executive, administrative and professional openings that are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the Subcontractor proposes to fill from within his/her own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of the institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government can not reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means the local office of the Federal/State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(3) "Openings which the Subcontractor proposed to fill from within his/her own organization" means employment openings for which no consideration will be given to persons outside the Subcontractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Subcontractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the Subcontractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement," which means employment openings which the Subcontractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Subcontractor and representatives of his/her employees.

(i) The Subcontractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issues pursuant to the Act.

(j) In the event of the Subcontractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

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SECTION I  
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(k) The Subcontractor agrees to post in conspicuous places available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through Riedel. Such notice shall state the Subcontractor's obligation, under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment and the rights of applicants and employees.

(l) The Subcontractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Subcontractor is bound by terms of the Vietnam Era Veterans' Readjustment Assistance Act and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

(m) The Subcontractor will include the provisions of this clause in every Subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or order to the Secretary issued pursuant to the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Subcontractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

4. **EMPLOYMENT OF THE HANDICAPPED** (FAR 52.222-36)  
(Applies to subcontractor and purchase orders in excess of \$2,500.00)

(a) The Subcontractor will not discriminate against any employee or applicant for employment because of the physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Subcontractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

(b) The Subcontractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973, as amended.

(c) In the event of the Subcontractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant order of the Secretary of Labor issued pursuant to the Act.

(d) The Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor, provided by or through Riedel. Such notices shall state the Subcontractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The Subcontractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Subcontractors take affirmative action to employ and advance in the employment physically and mentally handicapped individuals.

(f) The Subcontractor will include the provisions of this clause in every Subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Subcontractor will take such action with respect to any Subcontract or purchase order as the Director, Office of Federal Compliance Programs, may direct to enforce such provisions, including action for non-compliance.

5. **RETENTION AND AVAILABILITY OF SUBCONTRACTOR FILES** (FAR 52.215-2)  
(Applies to subcontracts and purchase orders in excess of \$10,000.00)

A. This Subcontract contains the Federal Acquisition Regulation Clause 52.215-2 "AUDIT-NEGOTIATION (Apr. 1984) wherein the Subcontractor is required to maintain and make available to the Riedel Response Manager or representative of the Riedel Response Manager (in accordance with FAR Subpart 4.7 "Subcontractor Records Retention") at its office at all reasonable times the books, records, documents, and other evidence relating to this Subcontract including personnel utilization records, site records, and accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred under this Subcontract. Such files shall be made available for examination, audit or reproduction.

B. The Subcontractor is advised that the Government may file suit against potential responsible parties for costs incurred relative to site related cleanup activities. In such proceedings, the Subcontractor's cost and performance records may become an integral part of the Government's case.

ATTACHMENT B  
SECTION I  
PAGE 5 OF 7

C. Accordingly, due to the extended nature of court proceedings and EPA audit requirements, the Subcontractor shall make available to Riedel and/or the Government and only to Riedel and/or the Government the records described in A and B above and in the Audit Clause for a period of 10 years after final payment under the Subcontract. See FAR 4-703(b)(1).

D. In addition, the Subcontractor shall make available to Riedel and/or the Government and only to Riedel and/or the Government, the records relating to any appeals, litigation or the settlement of claims with third parties and which relate to this Subcontract (i.e., cost recovery) until such appeals, litigation, or claims are disposed of.

E. The Subcontractor shall not destroy original records relating to the Subcontract until (1) all litigation involving the records has been finally settled and approval is obtained from the Riedel Response

Manager or (2) 10 years have passed from the date of final payment and no litigation involving the records has been instituted and approval of the Riedel Response Manager is obtained. In no event should individual records be destroyed if litigation is in process or is pending related to such records.

F. From time to time, the Government may, in support of litigation cases, have the need for the Subcontractor to research and make available such records in a form and manner not normally maintained by the Subcontractor. Such effort shall be deemed to be within the scope of work under this Subcontract. If this effort is required during Subcontract performance, a negotiated supplemental agreement will be issued under the Subcontract. If this effort is required after performance of this Subcontract, a separate negotiated procurement action may be instituted with the Subcontractor.

G. The final invoice (completion voucher) submitted hereunder, after physical completion of the Subcontract within the stated period of performance, will represent the final claim under the Subcontract.

6. CLAUSES INCORPORATED BY REFERENCE

This Subcontract incorporates the following clauses by reference. These clauses have the same force and effect as if they were given in full text. Upon request, the Riedel Response Manager will make their full text available.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

The following clauses are applicable to all subcontracts and purchase orders:

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	APR 1984	DEFINITIONS
52.203-1	APR 1984	OFFICIALS NOT TO BENEFIT
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1985	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	OCT 1988	ANTI-KICKBACK PROCEDURES
52.219-8	FEB 1990	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-13	AUG 1986	UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES AND SMALL DISADVANTAGED BUSINESS CONCERNS
52.222-20	APR 1984	WALSH-HEALEY PUBLIC CONTRACTS ACT
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.223-3	DEC 1989	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
52.223-6	JUL 1990	DRUG-FREE WORKPLACE
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-3	APR 1984	BUY AMERICAN ACT - SUPPLIES
52.227-14	JUN 1987	RIGHTS IN DATA - GENERAL
52.227-14	JUN 1987	RIGHTS IN DATA - GENERAL ALTERNATE II (JUN 1987)

As part of the "limited Rights Notice" in Alternate II, the following purposes are included at the end of paragraph (a):

1. Use (except for manufacture) by support service contractors.
2. Evaluation by nongovernment evaluators.

ATTACHMENT B  
SECTION I  
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3. Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is part, for information and use in connection with the work performed under each contract.
4. Emergency repair or overhaul work.
5. Release to a foreign government, or instrumentality thereof, as the interests of the United States Government may require, for information or evaluation or for emergency repair or overhaul work by such government.

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.227-14	JUN 1987	RIGHTS IN DATA - GENERAL ALTERNATE III (JUN 1987)
52.227-14	JUN 1987	RIGHTS IN DATA - GENERAL ALTERNATE V (JUN 1987)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS CONTRACTS)
52.229-3	APR 1984	FEDERAL, STATE, AND LOCAL TAXES
52.244-5	APR 1984	COMPETITION IN SUBCONTRACTING
52.246-3	APR 1984	INSPECTION OF SUPPLIES-COST-REIMBURSEMENT
52.246-5	APR 1984	INSPECTION OF SERVICES-COST-REIMBURSEMENT MATERIAL, OR LABOR- HOUR CONTRACTS) ALTERNATE I
52.246-6	JAN 1986	INSPECTION - TIME AND MATERIALS AND LABOR HOUR
52.249-6	MAY 1986	TERMINATION (COST REIMBURSEMENT)

The following clauses are applicable to subcontracts and purchase orders exceeding \$10,000.00.

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.215-1	APR 1984	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL
52.222-37	JAN 1988	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

The following clauses are applicable to subcontracts and purchase orders exceeding \$25,000.00.

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.222-36	APR 1984	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS.
52.227-1	APR 1984	AUTHORIZATION AND CONSENT
52.227-2	APR 1984	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.246-25	APR 1984	LIMITATION OF LIABILITY - SERVICES

The following clauses are applicable to subcontracts and purchase orders exceeding \$100,000.00.

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.223-2	APR 1984	CLEAN AIR AND WATER

The following clauses are applicable to subcontracts and purchase orders exceeding \$500,000.00.

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.219-9	APR 1984	SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN
52.220-4	APR 1984	LABOR SURPLUS AREA SUBCONTRACTING PROGRAM
52.219-16	AUG 1989	LIQUIDATED DAMAGES - SMALL BUSINESS SUBCONTRACTING PLAN
52.220-3	APR 1984	UTILIZATION OF LABOR SURPLUS AREA CONCERNS

**Section II of Attachment B**

**Notice To Employees Working On Government Contracts**

# NOTICE TO Employees Working on Government Contracts

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This establishment is performing Government contract work  
subject to the—

Service Contract Act

or

Public Contracts Act

During the period of performance on the contract  
the following requirements must be observed:

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## Minimum Wages

Your rate must be at least \$4.25 an hour.

A higher rate may be required for Service contracts if a wage  
determination applies or if a predecessor contractor has paid a higher  
rate for your classification pursuant to a collective bargaining agreement.  
Such higher rates for Service contracts will be posted as an attachment  
to this Notice.

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## Fringe Benefits

Service contract wage determinations may require fringe benefit  
payments (or a cash equivalent). Supply contracts do not require fringe  
benefits.

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## Overtime Pay

You must be paid 1½ times your basic rate of pay for all hours worked  
over 40 in a week. There are some exceptions.

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## Safety and Health

The work must be performed under conditions that are sanitary, and not  
hazardous or dangerous to the employees' health and safety.

No person under 18 years of age may be employed on a Supply  
Contract.

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## Information

Further information on the wage provisions of the Service Contract Act or  
the Walsh-Healey Public Contracts Act may be obtained from the Wage  
and Hour Division. Information relating to the safety and health  
provisions may be obtained from the Occupational Safety and Health  
Administration. Offices are located in principal cities. Check your  
telephone directory under U.S. Government, Department of Labor, Wage  
and Hour Division or the Occupational Safety and Health Administration.

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U.S. Department of Labor  
Employment Standards Administration  
Wage and Hour Division  
Washington, D.C. 20210



been awarded a contract which is subject to the Walsh-Healey Public Contracts Act or the Service Contract Act. The purpose of the discussion below is to advise contractors of the principal provisions of these acts.

## Walsh-Healey Public Contracts Act

**General Provisions**—This act applies to contracts which exceed or may exceed \$10,000 entered into by any agency or instrumentality of the United States for the manufacture or furnishing of materials, supplies, articles, or equipment. The act requires the contractor to be qualified as a manufacturer or regular dealer, establishes minimum wage, maximum hours, and safety and health standards for work on such contracts, and prohibits the employment on contract work of convict labor (unless certain conditions are met) and children under 18 years of age. The employment of homeworkers (except handicapped clients of bona fide sheltered workshops) on a covered contract is not permitted. The act also requires the keeping of certain records.

In addition to its coverage of prime contractors, the act under certain circumstances applies to secondary contractors performing work under contracts awarded by the Government prime contractor.

All provisions of the act except the safety and health requirements are administered by the Wage and Hour Division.

**Minimum Wage**—Covered employees must currently be paid not less than \$4.25 an hour.

**Overtime**—Covered workers must be paid at least one and one-half times their basic rate of pay for all hours worked in excess of 40 a week. Overtime is due on the basis of the total hours spent in all work Government and non-Government performed by the employee in any week in which covered work is performed.

**Child Labor**—Employers may protect themselves against unintentional child labor violations by obtaining certificates of age. State employment or age certificates are acceptable.

**Safety and Health**—No covered work may be performed in plants, factories, buildings, or surroundings or under work conditions that are unsanitary or hazardous or dangerous to the health and safety of the employees engaged in the performance of the contract. The safety and health provisions of the Walsh-Healey Public Contracts Act are administered by the Occupational Safety and Health Administration.

**Posting**—During the period that covered work is being performed on a contract subject to the act, the contractor must post copies of Notice to Employees Working on Government Contracts in a sufficient number of places to permit employees to observe a copy on the way to or from their place of employment.

**Responsibility for Secondary Contractors**—Prime contractors are liable for violations of the act committed by their covered secondary contractors.

## Service Contract Act

**General Provisions**—The Service Contract Act applies to every contract entered into by the United States or the District of Columbia, the principal purpose of which is to furnish services in the United States through the use of service employees. Contractors and subcontractors performing on such Federal contracts must observe minimum wage and safety and health standards and must maintain certain records, unless a specific exemption applies.

**Wages and Fringe Benefits**—Every service employee performing any of the Government contract work under a service contract in excess of \$2,500 must be paid not less than the monetary wages, and must be furnished the fringe benefits, which the Secretary of Labor has determined to be prevailing in the locality for the classification in which the employee is working or the wage rates and fringe benefits (including any accrued or prospective wage rates and fringe benefits) contained in a predecessor contractor's collective bargaining agreement. The wage rates and fringe benefits required are usually specified in the contract. If no wage determination has been made applicable to the contract, employees performing work under the contract must be paid not less than the minimum wage provided in section 5(a)(1) of the Fair Labor Standards Act, currently \$4.25 an hour.

All employees doing work necessary to the performance of the contract must also be paid not less than the minimum wage provided in section 5(a)(1) of the Fair Labor Standards Act.

Service contracts which do not exceed \$2,500 are not subject to prevailing rate determinations or to the safety and health requirements of the act. However, the act does require that employees performing work on such contracts be paid not less than the above minimum wage rate provided by section 5(a)(1) of the Fair Labor Standards Act.

All provisions of the act except the safety and health requirements are administered by the Wage and Hour Division.

**Overtime**—Service contracts in excess of \$2,500 which may require or involve the use of laborers or mechanics require the payment of overtime under the Contract Work Hours and Safety Standards Act at time and one-half the basic rate for all hours worked on the contract in excess of 40 a week.

**Safety and Health**—The act provides that no part of the services in contracts in excess of \$2,500 may be performed in buildings or surroundings or under working conditions, provided by or under the control or supervision of the contractor or subcontractor, which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish the services. The safety and health provisions of the Service Contract Act are administered by the Occupational Safety and Health Administration.

**Notice to Employees**—On the date a service employee commences work on a contract in excess of \$2,500, the contractor (or subcontractor) must provide the employee with a notice of the compensation required by the act. The posting of the notice (including any applicable wage determination) contained on the reverse in a location where it may be seen by all employees performing on the contract will satisfy this requirement.

**Notice in Subcontracts**—The contractor is required to insert in all subcontracts the labor standards clauses specified by the regulations in 29 CFR 4 for Federal service contracts exceeding \$2,500.

**Other Obligations**—Observance of the labor standards of these acts does not relieve the employer of any obligation he may have under any other laws or agreements providing for higher labor standards.



U.S. Department of Labor  
Employment Standards Administration  
Wage and Hour Division  
Occupational Safety and Health Administration

**Additional Information**—Additional information and copies of the acts and applicable regulations and interpretations may be obtained from the nearest office of the Wage and Hour Division or the National Office in Washington, D.C. Information pertaining to safety and health standards may be obtained from the nearest office of the Occupational Safety and Health Administration or the National Office in Washington, D.C.

ATTACHMENT B  
SECTION I  
PAGE 7 OF 7

The following clauses are applicable to all negotiated subcontracts and purchase orders of the cost reimbursement, time and materials or labor hour type exceeding \$100,000.00.

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.215-22	APR 1988	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-24	APR 1985	SUBCONTRACTOR COST OR PRICING DATA
52.215-27	SEP 1989	TERMINATION OF DEFINED BENEFIT PENSION PLANS
52.244-2	JUL 1985	SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS)
52.244-3	APR 1985	SUBCONTRACTS (TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS)

CLAUSES INCORPORATED BY REFERENCE - ASSOCIATED WITH THE DAVIS BACON ACT (DBA)

The following additional clauses are hereby incorporated by reference. These clauses have the same force and effect as if they were provided in full text. Upon request, Riedel will make the full text available.

The following clauses are applicable to subcontracts and purchase orders that specify work to be performed in accordance with DBA in the Statement of Work.

<u>CLAUSE NUMBER</u>	<u>TITLE</u>
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-6	DAVIS BACON ACT
52.222-7	WITHHOLDING OF FUNDS
52.222-8	PAYROLL AND BASIC RECORDS
52.222-9	APPRENTICES AND TRAINEES
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS
52.222-11	SUBCONTRACTS (LABOR STANDARDS)
52.222-12	CONTRACT TERMINATION - DEBARMENT
52.222-13	COMPLIANCE WITH DAVIS BACON AND RELATED ACT REGULATIONS
52.222-14	DISPUTES CONCERNING LABOR STANDARDS
52.222-15	CERTIFICATION OF ELIGIBILITY
52.222-16	APPROVAL OF WAGE RATES
52.222-27	AFFIRMATIVE ACTION COMPLIANCE
52.225-5	BUY AMERICAN ACT - CONSTRUCTION MATERIALS
52.227-4	PATENT INDEMNITY - CONSTRUCTION CONTRACTS
52.228-2	ADDITIONAL BOND SECURITY
52.236-18	WORK OVERSIGHT IN COST - REIMBURSEMENT CONSTRUCTION CONTRACTS
52.236-19	ORGANIZATION AND DIRECTION OF THE WORK



**Attachment B**

**Wage Determination No. 96-0223**

FAX TRANSMITTAL		# of pages 5
To: Bob K	From: [Signature]	
USOL/Agency	Phone #	
Fax #	Fax #	
NSN 7540 01-317-7388 5099-101 GENERAL SERVICES ADMINISTRATION		

Page 1 of 5

REGISTRY  
By dir:

U.S. DEPARTMENT OF LABOR  
WAGE STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210

Wage Determination No.: 96-0223  
Date of Last Revision: 07/16/1996

[Signature]  
Director Division of  
Wage Determinations

State(s): NATIONWIDE  
6/

Area: NATIONWIDE COUNTIES OF NONE.

\*\* Fringe Benefits Required For All Occupations Included In  
This Wage Determination Follow The Occupational Listing \*\*

# OCCUPATION

# MINIMUM HOURLY WAGE

Employed on contracts for removal  
of oil spills, hazardous waste  
materials, and related cleanup  
services:

## NORTHEAST REGION:

1. Pilot	\$17.39
2. Environmental Technician	16.80
3. Heavy Equipment Operator	16.49
4. Labor	11.07
5. Truckdriver, Light	12.23
6. Truckdriver, Medium	15.10
7. Truckdriver, Heavy	15.85

## SOUTH REGION:

1. Pilot	\$17.39
2. Environmental Technician	15.13
3. Heavy Equipment Operator	14.90
4. Labor	8.43
5. Truckdriver, Light	7.20
6. Truckdriver, Medium	12.43
7. Truckdriver, Heavy	13.05

## MIDWEST REGION:

1. Pilot	\$17.39
2. Environmental Technician	16.27
3. Heavy Equipment Operator	16.71
4. Labor	10.49
5. Truckdriver, Light	9.75
6. Truckdriver, Medium	14.37
7. Truckdriver, Heavy	15.08

## WEST:

1. Pilot	\$17.39
2. Environmental Technician	16.25
3. Heavy Equipment Operator	16.88

4. Labor	9.66
5. Truckdriver, Light	8.24
6. Truckdriver, Medium	14.47
7. Truckdriver, Heavy	15.19

Fringe benefits applicable to classes of service employees engaged in contract performance:

- 
- 1/ HEALTH AND WELFARE: \$.90 per hour or \$36.00 a week or \$156.00 a month.
- 2/ HEALTH AND WELFARE: (Applies only to Hawaii) \$.055 an hour or \$2.20 a week or \$9.54 a month.
- 3/ VACATION: 2 weeks paid vacation after 1 year of service with the contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present (successor) contractor wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)
- 4/ VACATION: (Applies only to Hawaii) 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 4.173)
- 5/ HOLIDAYS: 10 paid holiday per year: New Year's Day, Martin Luther King, Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

#### JOB DESCRIPTIONS

##### AERIAL PHOTOGRAPHER

The aerial photographer must be skilled in reading flight maps, capable of assisting the pilot to adhere to flight lines, be able to level and operate a cartographic camera and its auxiliary equipment mounted in the aircraft so that the photographs that are taken will have the required forward lap and side lap for use in photogrammetric mapping equipment, and possess a working knowledge of aerial films and camera filters to insure proper exposure of the films.

##### FIRST OFFICER (CO-PILOT)

Is second in command of a commercial airplane and its crew while transporting passengers, mail, or other cargo on scheduled or nonscheduled flights. Assists or relieves an airline captain in operating the controls of an airplane; monitoring flight and engine instruments; and maintaining air-to-ground communications.

6/

The REGIONS are defined as follows:

**NORTHEAST:** Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont;

**SOUTH:** Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia;

**MIDWEST:** Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin;

**WEST:** Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming.

This wage determination does not apply to contracts for which separate wage determinations have been issued.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  
(Standard Form 1444 (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split,

combine, or subdivide classifications listed in the wage determination.

Section IV of Attachment B

Flowdown Clauses  
(Contract 68-SZ-5001)

Section IV of Attachment B

Flowdown Clauses  
(Contract 68-S2-5001)



#### IV Flowdown Clauses 68-S2-5001

##### All Dollar Values:

52.203-6 (Jul 1985)	Restrictions on Subcontractor Sales to the Government
52.203-7 (Oct 1988)	Anti-Kickback Procedures
52.203-12 (Jan 1990)	Limitation on Payments to Influence Certain Federal Transactions
52.209-6 (Jun 1991)	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
52.215-1 (Apr 1984)	Examination of Records by Comptroller
52.246-6 (Apr 1984)	General Audit--Negotiation
52.246-6 (Jan 1986)	Inspection of Services--Cost Reimbursement
52.215-26 (Apr 1991)	Inspection--Time-and-Materials and Labor-Hour
52.222-4 (Mar 1986)	Integrity of Unit Prices
52.222-6 (Feb 1988)	Contract Work Hours and Safety Standards Act--Overtime Compensation
52.222-7 (Feb 1988)	Davis-Bacon Act
52.222-8 (Feb 1988)	Withholding of Funds
52.222-9 (Feb 1988)	Payrolls and Basic Records
52.222-10 (Feb 1988)	Apprentices and Trainees
52.222-11 (Feb 1988)	Compliance with Copeland Act Requirements
52.222-12 (Feb 1988)	Subcontracts (Labor Standards)
52.222-13 (Feb 1988)	Contract Termination--Debarment
52.222-14 (Feb 1988)	Compliance with Davis-Bacon Act and Related Regulations
52.222-15 (Feb 1988)	Disputes Concerning Labor Standards
52.222-36 (Apr 1984)	Certification of Eligibility
52.222-41 (May 1989)	Affirmative Action for handicapped Workers
52.223-6 (Jul 1990)	Service Contract Act of 1966, As Amended (if subject to ACT)
52.225-10 (Apr 1984)	Drug-Free Workplace
52.227-4 (Apr 1984)	Duty-Free Entry
52.246-23 (Apr 1984)	Patent Indemnity--Construction Contracts
52.249-14 (Apr 1984)	Limitation of Liability
52.244-2 (July 1985)	Excusable Delays
52.245-5 (Jan 1986)	Subcontracts (Cost-Reimbursement and Letter Contracts)
	Government Property (Cost Reimbursement, Time-and-Materials, or Labor-Hour Contracts)

Organizational Conflict of Interest (EPAAR 1552.209-71) (Apr 1984)

Project Employee Confidentiality Agreement (have exceptions)

Limitation of Future Contracting (Alt II) (have exceptions)

Utilization of Rural Area Small Business Concerns (EP52.219-110) (Apr 1990)

Utilization of Historically Black Colleges and Universities (EP52.219-115) (Jul 1991)

State and Local Taxes (EPAAR 1552.229-70) (Nov 1989)

Screening Business Information for Claims of Confidentiality (EPAAR 1552.235-70) (Apr 1984)

Treatment of Confidential Business Information (EPAAR 1552.235-71) (Apr 1984)

Insurance--Liability to Third Persons--Commercial Organizations (EPAAR 1552.228-70) (Apr 1984)

Release of Contractor Confidential Business Information (EP52.235-100) (Feb 1993)

Notification of Conflict of Interest Regarding Personnel Annual Certification

Update of Conflict of Interest (EP52.210-31) (XXX 1991)

**Greater than 10K**

52.222-26 (Apr 1984)	Equal Opportunity
52.222-27 (Apr 1984)	Affirmative Action Compliance Requirements for Construction
52.222-35 (Apr 1984)	Affirmative Action for Special Disabled and Vietnam ERA Veterans
52.222-37 (Jan 1988)	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era

**Greater than \$25K**

52.215-2 (Dec 1989)	Audit--Negotiation
52.227-1 (Apr 1984)	Authorization and Consent
52.227-2 (Apr 1984)	Notice and Assistance Regarding Patent and Copyright Infringement Patent Indemnity
52.227-14 (Jun 1987)	Rights in data General
52.227-14 (Jun 1987)	Rights in Data General Alt II (Jun 1987)

As part of the "Limited Rights Notice in Alternate II, the following purposes are included at the end of paragraph (a):

- (1) Use (except for manufacture) by support service contracts.
  - (2) Evaluation by nongovernment evaluators.
  - (3) Use (except for manufacture) by other contractors participating in the Government's program of which the specific participating in the Government's program of which the specific contract is part, for information and use in connection with the work performed under each contract.
  - (4) Emergency repair and overhaul work.
  - (5) Release to a foreign government, or instrumentality thereof, as the interests of the United States Government may require, for information or evaluation or for emergency repair or overhaul work by such government.
- |                      |   |
|----------------------|---|
| 52.227-14 (Jun 1987) | Rights in Data General Alt III (Jun 1987) |
| 52.227-14 (Jun 1987) | Rights in Data General Alt IV (Jun 1987)  |
| 52.246-25 (Apr 1984) | Limitation of Liability--Services         |

**Greater than \$100K**

52.215-24 (Dec 1991)	Subcontractor Cost or Pricing Data
52.215-27 (Sep 1989)	Termination of Defined Benefit Pension Plans (CP Data?)
52.215-39 (Jul 1991)	Reversion or Adjustment of Plans for Postretirement Benefits other than Pensions (PRB) (CP Data?)
52.223-2 (Apr 1984)	Clean Air and Water

**Greater than \$500K**

52.220-4 (Apr 1984)	Labor Surplus Area Subcontracting Program
52.230-3 (Sep 1987)	Cost Accounting Standards

**First Tier \$1 Million**

52.222-28 (Apr 1984)	Equal Opportunity Preaward Clearance of Subcontracts
----------------------	--

Attachment C

Statement of Work

Provide transportation, treatment and disposal of approximately 500 tons of F007 and F008 listed soil and concrete generated at the U.S. EPA Comet Chrome Plating site at 4843 Bellevue in Detroit ,Michigan. All wastes accepted under T#114058 shall be treated to meet applicable Land Disposal Restrictions for RCRA Codes F007 and F008.

Subcontractor warrants that is has in effect and will maintain all permits, licenses, and governmental authorizations and approvals required for transportation, treatment, storage and disposal of the waste materials which are the subject of this agreement. Upon request the subcontractor will furnish to Riedel copies (or summary of copies, if appropriate) of permits, licenses or authorizations or approvals in effect relating the waste materials to treated, stored and disposed of in carrying out the terms of this Agreement. If any change occurs to such permits, authorizations or approvals which materially affects any right or obligation contained in this Agreement, Subcontractor shall promptly notify Riedel.

\_\_\_\_\_  
Signature of person authorized to sign on behalf  
of Subcontractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Attachment D

Schedule of Pricing

The following unit pricing shall be considered all inclusive and firm;

**Disposal**

est. 500 tons of F007, F008 soil/concrete at \$95.00/ton.....\$47,500.00

**Transportation**

Roll off "Spot" Fee at \$225.00/box (one time only).....\$225.00  
Haul Rate to Landfill in Belleville, Michigan at \$525.00/load.....\$17,850.00  
(estimated at 34 loads)

Subtotals.....\$65,575.00

**CONTRACT NOT TO EXCEED - \$70,000.00**

***Subcontractor shall provide facsimile copies of each manifest associated with the waste to be disposed of as outlined in this Agreement.***

Invoices with supporting documentation (manifests, weigh tickets, etc.) shall be clearly marked with RES Job No. 8201 and submitted to the following:

Riedel Environmental Services  
c/o U.S. EPA Comet Chrome Plating  
13485 Stamford Ct.  
Livonia, Michigan 48150  
Attn: Greg Bihun

\_\_\_\_\_  
Signature of person authorized to sign on behalf  
of Subcontractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Attachment E

**CONFIDENTIALITY AGREEMENT**

**SUBCONTRACTOR EMPLOYEES**

I \_\_\_\_\_, recognize that during my employment with Riedel/Smith Environmental, I may perform work in accordance with the Environmental Protection Agency ("EPA") Region V Contract No. 68-S2-5001 where I may have access to data, either provided by the Government or generated during the project, which is of a sensitive nature and which would not be released to the public without EPA approval.

Therefore I agree NOT to disclose, either in whole or in part, to any entity external to EPA, the Department of Justice or to Riedel, any information or technical data provided by the Government or generated by Subcontractor personnel; any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer.

This agreement shall last for the life of the contract and to continue for a period of five (5) years after the completion of the contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

---

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Attachment F

CERTIFICATION 1

I hereby certify that to the best of my knowledge, my company has reported to the EPA any known conflicts of interest, whether organizational or personal, associated with this work assignment/technical direction document/delivery order.

Date\_\_\_\_\_

Signature\_\_\_\_\_

This certification should be signed by either the program manager, principal contract administrator, or the president or vice president of the company.

**Attachment G**

**PERSONAL CONFLICT OF INTEREST CERTIFICATION**

I hereby certify to the best of my knowledge that I have no known personal conflict of interest associated with this work assignment/technical direction document/delivery order. I understand that a personal conflict of interest is defined as a relationship of an individual with an entity (either through current financial relationship, prior or current work relationship, etc.) that may impair an individual's objectivity in performing the contract work.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Delivery Order No.: \_\_\_\_\_

Delivery Order Name: \_\_\_\_\_

This certification should be signed and returned to the Program Manager for filing.

## **REPRESENTATIONS AND CERTIFICATIONS**

**A purchase order/subcontract agreement will not be issued prior to the return of the attached completed, signed and dated Representations and Certifications forms. Offeror is requested to return the completed forms when proposed purchase order/subcontract agreement exceeds \$25,000 but is less than \$100,000.**

### **FORM**

**Certificate of Independent Price  
Determination, FAR 52.203-2 (Apr. 1985)**

**Taxpayer Identification, FAR 52.204-3 (Sept. 1989)**

**Type of Business Organization, FAR 52.215-6 (July 1987)**

**Authorized Negotiators, FAR 52.215-11 (Apr. 1984)**

**Small Business Concern Representation, FAR 52.219-1 (Feb. 1990)**

**Small Disadvantaged Business Concern Representation, FAR 52.219-2 (Feb. 1990)**

**Woman-Owned Small Business Representation, FAR 52.219-3 (Apr. 1984)**

**Certification of Non-Segregated Facilities, FAR 52.222-21 (Apr. 1984)**

**Previous Contracts and Compliance Reports, FAR 52.222-22 (Apr. 1984)**

**Affirmative Action Compliance, FAR 52.222-25 (Apr. 1984)**

**Recovered Material Certification, FAR 52.223-4 (Apr. 1984)**

**Buy American Certificate, FAR 52.225-1 (Dec. 1989)**

**Representation of Limited Rights Data and Restricted Computer Software, FAR 52.227-15  
(June 1987)**

**Contingent Fee Representation and Agreement, FAR 52.203-4 (Apr. 1984)**

**Certification Regarding Debarment, Suspension. Proposed Debarment and Other  
Responsibility Matters, FAR 52.209-5 (May 1989)**

**Certification Regarding a Drug-Free Workplace, FAR 52.223-5 (July 1990)**



**K.8. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**  
**(FAR 52.203-2) (\$25,000)**

**(a) The offeror certifies that:**

- (1) The prices in its offer have been arrived at independently, without—for the purpose of restricting competition—any consultation, communication, or agreement with any other offeror or competitor relating to: (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;**
- (2) The prices in its offer have not been and will not knowingly be disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or subcontract award (in the case of a negotiated solicitation) unless otherwise required by law; and,**
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.**

**(b) Each signature on the offer is considered to be a certification by the signatory that the signatory:**

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in its bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above;**
- (2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:**

_____ (name)	_____ (title)
_____ (name)	_____ (title)

(Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

- (3) As an authorized agent, does certify that the principals named in (b)(2) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and,**
- (4) As an agent, has not personally participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.**

- (c) If the offeror deletes or modifies (a)(4) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.4 TAXPAYER IDENTIFICATION (FAR 52.204-3) (\$10,000)**

- (a) "Taxpayer Identification Number (TIN)", as used herein, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.
- (b) The offeror is required to submit the information required in paragraphs (c) through (e) below in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting subcontract is subject to the reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the subcontract.
- (c) Taxpayer Identification Number (TIN).
  - ( ) TIN: \_\_\_\_\_
  - ( ) TIN has been applied for.
  - ( ) TIN is not required because:
    - ( ) Offer is a non-resident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
    - ( ) Offeror is an agency or instrumentality of a foreign government;
    - ( ) Offeror is an agency or instrumentality of a federal, state, or local government;
    - ( ) Other. State basis.
- (d) Corporate Status.
  - ( ) Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
  - ( ) Other corporate entity;
  - ( ) Not a corporate entity;
    - ( ) Sole proprietorship
    - ( ) Partnership
    - ( ) Hospital or extended care facility described in 26 CFR 501(c) (3) that is exempt from taxation under 26 CFR 501(a).

**K.3 TYPE OF BUSINESS ORGANIZATION (FAR 52.215.6-6) (\$25,000)**

The offeror, by checking the applicable box, represents that:

- (a) It operates as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a non-profit organization, or ☐ a joint venture.
- (b) If the offeror or quoter is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a non-profit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_.

**K.9 AUTHORIZED NEGOTIATORS (FAR 52.215-11 (\$25,000))**

The offeror represents that the following persons are authorized to negotiate on its behalf with the Contractor in connection with this request for proposals or quotations:

_____	_____	_____
(name)	(title)	(telephone no.)
_____	_____	_____
(name)	(title)	(telephone no.)
_____	_____	_____
(name)	(title)	(telephone no.)

**K.1 SMALL BUSINESS CONCERN REPRESENTATION (FAR 52.219-1)**  
**(\$25,000)**

- (a) The offeror represents and certifies as part of its offer that it ( ) is, ( ) is not a small business concern and that ( ) all, ( ) not all end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

A "small business," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts/subcontracts and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the Small Business Administration under the Code of Federal Regulations, Title 13, Part 121.

**K.12 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION**  
**(FAR 52.219-2) (\$25,000)**

- (a) Representation: The offeror represents that it ( ) is, ( ) is not a small disadvantaged concern.
- (b) Definitions:
  - (1) A "small business concern," as used herein, means a concern including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on federally-funded subcontracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.
  - (2) A "small disadvantaged business concern," as used herein, means a small business concern that; (a) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (b) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.
- (c) Qualified groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other individuals found to be qualified by SBA under 13 CFR 124. The offeror shall presume that socially and economically disadvantaged entities also include Indian tribes and Native Hawaiian organizations. (See FAR 52.219-2 for a complete listing of origins or disadvantaged individuals.)

**K.10 WOMEN-OWNED SMALL BUSINESS REPRESENTATION**  
**(FAR 52.219-3) (\$25,000)**

- (a) Representation: The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.
- (b) Definitions:
  - (1) "Small business concern," as used herein, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on federally-funded contracts/subcontracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.
  - (2) "Women-owned," as used herein, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.



**K.18 CERTIFICATION OF NONSEGREGATED FACILITIES**  
**(FAR 52.222-21) (\$10,000)**

- (a) "Segregated facilities," as used herein, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, lock rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom or otherwise.
- (b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause of the subcontract.
- (c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will:
  - (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
  - (2) Retain the certifications in the files; and
  - (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods): NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

A certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during period (i.e., quarterly, semi-annually, or annually).

☐ ERCS Zone 4A/☐ ERCS Region 5

(check one)

Notice to Subcontractors

Project Name \_\_\_\_\_

Delivery Order No. \_\_\_\_\_

Riedel Project No. \_\_\_\_\_

☐ ERCS Zone 4A/EPA Contract No. 68-W1-0035

or

☐ ERCS Region 5/EPA Contract No. 68-S2-5001

Subcontract/P.O. No. \_\_\_\_\_

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION  
OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause.

**CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)**

*Segregated facilities*, as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

By the signing of this certification, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the subcontract.

**NOTE: THE PENALTY FOR MAKING FALSE STATEMENT IN OFFERS IS PRESCRIBED IN 18 U.S.C. 1001.**

**PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)**

The offeror represents that -

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It ☐ has, ☐ has not, filed all required compliance reports;
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

Company Name \_\_\_\_\_  
(print or type)

Name \_\_\_\_\_

Address \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Telephone Number \_\_\_\_\_

Date \_\_\_\_\_

This form must be completed by vendors prior to the award of subcontracts and purchase orders exceeding \$10,000.00 in value.

02/23/94

**K.21 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22)**  
**\$50,000 AND 50 OR MORE EMPLOYEES)**

The offeror represents that:

- (a) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It ( ) has, ( ) has not, filed all required compliance reports; and,
- (c) Representations indicating submission of required compliance reports, signed by the offeror's proposed subcontractors, will be obtained before subcontract award.

**K.22 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (\$50,000 AND 50 OR MORE EMPLOYEES)**

The offeror represents that:

- (a) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or,
- (b) It ( ) has not previously had contracts/subcontracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

## RECOVERED MATERIAL CERTIFICATION (FAR 52.223-4)

The offeror certifies by signing this offer, that recovered materials, as described in FAR 23.402, will be used as required by the applicable purchase descriptions.

\_\_\_\_\_  
(Signature of offeror's officer/  
employee responsible for this bid)

\_\_\_\_\_  
(typed signature)

## REPRESENTATION OF LIMITED RIGHTS AND DATA AND RESTRICTED COMPUTER SOFTWARE (JUN 1987) (FAR 52.227-15)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its *Alternates II and or III* to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of *Alternate V* with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include any of the aforementioned Alternates in the clause at 52.227-14, Rights in Data-General, the offeror's response to this solicitation shall, to the extent feasible, complete the representation in paragraph (b) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

## REPRESENTATION CONCERNING DATA RIGHTS

Offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block)-

☐ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

☐ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

**K.5 BUY AMERICAN ACT - TRADE AGREEMENTS ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (FAR 52.225-8) (\$10,000)**

- (a) The offeror hereby certifies that each end product, except those listed in paragraph (b) below, is a domestic end product (as defined in FAR clause 52.225-9), and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, or a Caribbean Basin country, as defined in FAR 25.401.

(b) Excluded End Products:

<u>Line Item Number</u>	<u>Country of Origin</u>
-------------------------	--------------------------

_____	_____
_____	_____
_____	_____

- (c) Offers will be evaluated by giving certain preferences to domestic end products, designate country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end products listed in paragraph (b) above, offerors must identify and certify below those excluded end products that are designated country end products or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

- (1) The offeror certifies that the following supplies qualify as "designated country end products" as that term is defined in FAR clause 52.225-9.

\_\_\_\_\_  
(Insert line item numbers)

- (2) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products as that term is defined in FAR clause 52.225-9:

\_\_\_\_\_  
(Insert line item numbers)

- (d) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation.

**K.2 CONTINGENT FEE REPRESENTATION AND AGREEMENT**  
**(FAR 52.203-4) (\$25,000)**

(a) **Representation.** The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror:

- (1) ( ) has, ( ) has not employed or retained any person or company to solicit or obtain this subcontract; and,
- (2) ( ) has, ( ) has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this subcontract, any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this subcontract.

(b) **Agreement.** The offeror agrees to provide information relating to the above Representation as requested by the Contractor and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contractor:

- (1) A completed Standard Form 119, Statement of Contingent or Other Fees (SF 119); or,
- (2) A signed statement indicating that the SF 119 was previously submitted to the same Contractor, including the date and applicable solicitation or subcontract number, and representing that the prior SF 119 applies to this offer or quotation.

(e) Common Parent.

( ) Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

( ) Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_



**K.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, ETC.**  
**(FAR 52.209-5) (\$25,000)**

The offeror certifies, to the best of its knowledge and belief, that:

**I. The offeror and/or any of its principals:**

- (a) Are ( ), are not ( ), presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;
- (b) Have ( ), have not ( ), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and,
- (c) Are ( ), are not ( ), presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the above offenses.

**II. The offeror has ( ), has not ( ), within a 3-year period preceding this offer, had one or more federally-funded contracts/subcontracts terminated for default.**

**K.20 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE**  
**(FAR 52.223-5) (\$25,000 FOR A BUSINESS CONCERN; ANY DOLLAR**  
**AMOUNT FOR AN INDIVIDUAL)**

- (a) "Drug-free workplace" means the site(s) for the performance of work done by the subcontractor in connection with a specific subcontract at which employees of the subcontractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
- (a) By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees that it will, not later than 30 calendar days after subcontract award:
- (1) Publish a statement notifying all employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the subcontractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
  - (2) Establish an ongoing drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the subcontractor's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations.
  - (3) Provide all employees with a copy of the statement required by (b)(1) above.
  - (4) Notify all employees, in writing, in the statement required by (b)(1) above, that as a condition of continued employment, the employee must abide by the terms of the statement; and notify the employer, in writing, of the employee's conviction under a criminal drug statute for violation occurring in the workplace not later than five calendar days after such conviction.
  - (5) Notify the Contractor in writing within five calendar days after receiving employee notice referred to above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee.
  - (6) Within 30 calendar days after receiving employee notice referred to above, take appropriate personnel action against such convicted employee, up to and including termination; or, require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes.
  - (7) Make a good faith effort to maintain a drug-free workplace through implementation of (b)(1) through (b)(6) of this provision.

- (c) AM dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the subcontract resulting from this solicitation.
- (d) Failure of the offeror to provide the certification required by (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602i(a)(2)(i))

**CERTIFICATION STATEMENT:**

This is to certify, to the best of my knowledge and belief, that the representations and certifications made herein by the offeror are accurate and current as of the date indicated below.

Offeror's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of Person

Authorized to sign: \_\_\_\_\_  
(typed or printed)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# SMITH TECHNOLOGY CORPORATION

## REQUEST FOR QUOTATION

RFQ # 8391-01

Job Name:	U.S. EPA Dayton Electroplating	D.O. No.:	5001-05-411
Location:	1030 Valley St. Dayton, Ohio 45404	RES Job No.:	8391
EPA ID No.:	OHD004278628		
Contact:	Todd Ritsema, T & D Coordinator (847) 437-3408 (847) 437-6064 FAX		

Waste Stream Description: F007, F008 plating debris (whole vats), plating lines (piping), metal, PVC, plastic, glass, RCRA empty drums (formerly contained acute hazardous plating wastes), floor sweepings, wood pallets.

### Waste Composition:

1. *Plating Vats (whole)*.....70-80%
2. *Plating lines (piping, PVC, metal)*.....10-30%
3. *RCRA Empty Drums*.....10-30%
4. *Plastic, wood, floor sweepings, glass, metal*.....10-30%

Analytical Attached:                      Yes                      No                      X

<u>Item</u>	<u>Description</u>	<u>Volume</u>	<u>Unit Price</u>	<u>Subtotal</u>
1.	<b><u>Treatment/Disposal:</u></b>			
a.	<b><i>Plating Debris</i></b> <b><i>F007, F008</i></b>	<b><i>est. 600 cu yds</i></b>	_____	_____
2.	State and/or Haz Waste Taxes	<b><i>est. 600 cu yds</i></b>	_____	_____
3.	Profile/Analytical Fee	<b><i>one (1)</i></b>	_____	_____
4.	Roll Off Transportation	<b><i>est. 20 loads</i></b>		
		<b><i>"Spot Fee"/Box</i></b>	_____	_____
		<b><i>Liner Fee/Box</i></b>	_____	_____
		<b><i>Box Rental/Day</i></b>	_____	_____
		<b><i>Haul Rate to TSDF</i></b>	_____	_____
5.	<b><i>*Demurrage _____/hr after _____hrs loading/unloading</i></b>			
6.	Other Charges	_____	_____	_____

7. Estimated Total \_\_\_\_\_

NOTE: ALL CHARGES WHICH ARE REASONABLY ANTICIPATED TO BE PART OF COMPLETION OF THE ABOVE WORK SHOULD BE INCLUDED IN THE ABOVE QUOTATION. CHARGES WHICH CANNOT BE ANTICIPATED OR ARE BEYOND THE CONTROL OF THE OFFEROR, SHOULD BE ATTACHED AS AN ADDENDUM TO THE QUOTATION ALONG WITH ANY WASTE ACCEPTABILITY CRITERIA.

The Offeror understands that rigid compliance with all applicable federal, state, and local laws and regulations, as well as, industry standards concerning disposal of wastes generated from CERCLA sites, is mandatory.

Please submit via facsimile by **Tuesday, January 14, 1997.**

**PAY TERMS: NET 60**

Submitted By: \_\_\_\_\_ Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Facility Address: \_\_\_\_\_

Telephone/FAX No: \_\_\_\_\_

EPA ID No.: \_\_\_\_\_

**SMITH TECHNOLOGY CORPORATION**

**Dayton Electroplating  
5001-05-411**

Transportation and Disposal Services  
F007, F008 Plating Debris (Treatment fb. Landfill)

Quotation Summary

Requisitioner: Todd Ritsema

Dayton Electroplating Job 8391		Chem. Waste Mgmt.		Michigan Disposal		City Environmental		Chem Met Services		Envirosafe Services	
		Model City, NY		Belleville, MI		Detroit, MI		Wyandotte, MI		Oregon, OH	
		630-218-1891		800-592-5489		313-923-0080		414-351-2418		847-223-8311	
		Stephanie Pye		Wilson Anthony		Jaye Gumkowski		Mike Sullivan		Dave Eagleson	
DESCRIPTION	QTY	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
Plating Debris	600 cu yds					1 line Ex.4	NO BID		NO BID		NO BID
State/Hazardous Taxes	600 cu yds	6%		exempt	N/A	1 line Ex.4					
Profile/Analytical Fee	one (1)	N/C	N/A	N/C	N/A						
Transportation:	est. 20 loads										
"Spot" Fee	two (2)					1 line Ex.4					
Liner/Box	20	included	N/A	included	N/A						
Box Rental/Day/Box	TBD/box					1 line Ex.4					
Haul Rate to TSDF	20					1 line Ex.4					
Demurrage/Hour											
		1 line Ex.4	after 2 hrs	1 line Ex.4	2 hrs free						
Subtotals							NO BID (1)		NO BID (1)		NO BID (2)
			1 line Ex.4		1 line Ex.4						

\*Prices are for microencapsulation treatment in accordance with UTS. Vats must be crushed and drums must be shredded, cut up or crushed (steel).

(1) Declined to bid based on "non-competitive" pricing structure.

(2) Declined to bid based on "whole" vat acceptance criteria. Debris must meet size restrictions.

FROM :

1997.01-13

13:33

WGG3 P.02.03

## SMITH TECHNOLOGY CORPORATION

## REQUEST FOR QUOTATION

RFQ # 8391-01

Job Name: U.S. EPA Dayton Electroplating D.O. No.: 5001-05-411  
 Location: 1030 Valley St. RES Job No.: 8391  
 Dayton, Ohio 45404  
 EPA ID No.: OHD004278628  
 Contact: Todd Ritsema, T & D Coordinator  
 (847) 437-3408  
 (847) 437-6064 FAX

Waste Stream Description: F007, F008 plating debris (whole vats), plating lines (piping), metal, PVC, plastic, glass, RCRA empty drums (formerly contained acute hazardous plating wastes), floor sweepings, wood pallets.

## Waste Composition:

1. Plating Vats (whole).....70-80%
2. Plating lines (piping, PVC, metal).....10-30%
3. RCRA Empty Drums.....10-30%
4. Plastic, wood, floor sweepings, glass, metal.....10-30%

Analytical Attached: Yes No X

Item	Description	Volume	Unit Price	Subtotal
1.	<u>Treatment/Disposal:</u>			
a.	Plating Debris F007, F008	est. 600 cu yds	\$ [redacted] *	\$ [redacted] 1 line Ex. 4
2.	State and/or Haz Waste Taxes	est. 600 cu yds	\$ 0.00	\$ 0.00
3.	Profile/Analytical Fee	one (1)	\$ 0.00	\$ 0.00
4.	Roll Off Transportation	est. 20 loads		
	Boxes will be swapped after initial spot - only one spot fee applies. Lines included in spot & haul rates. 30 yard roll-offs will be used.	"Spot Fee"/Box	\$ [redacted]	\$ [redacted] 1 line Ex. 4
		Liner Fee/Box	\$ 0.00	\$ 0.00
		Box Rental/Day	\$ [redacted] 1 line Ex. 4	
		Haul Rate to TSDF	\$ [redacted]	\$ [redacted] 1 line Ex. 4
5.	*Demurrage \$5.00/hr after 2 hrs loading/unloading			
6.	No unloading charges will apply for trans provided by ECR Other Charges	N/A	N/A	N/A

\* Price includes all special processing required to manage the "whole" plating vats, including size reduction to allow waste to be processed for Microencapsulation. Waste must not be D003 for cyanide.



FROM :

1997.01-13 13:34 #663 P.03/03

7. Estimated Total

~~XXXXXXXXXX~~ Line 644

NOTE: ALL CHARGES WHICH ARE REASONABLY ANTICIPATED TO BE PART OF COMPLETION OF THE ABOVE WORK SHOULD BE INCLUDED IN THE ABOVE QUOTATION. CHARGES WHICH CANNOT BE ANTICIPATED OR ARE BEYOND THE CONTROL OF THE OFFEROR, SHOULD BE ATTACHED AS AN ADDENDUM TO THE QUOTATION ALONG WITH ANY WASTE ACCEPTABILITY CRITERIA.

The Offeror understands that rigid compliance with all applicable federal, state, and local laws and regulations, as well as, industry standards concerning disposal of wastes generated from CERCLA sites, is mandatory.

Please submit via facsimile by Tuesday, January 14, 1997.

PAY TERMS: NET 60

Submitted By: Wilson P. Anthony Date: 1/13/97  
Company Name: EQ - The Environmental Quality Company  
Facility Address: 49350 N. 194 Service Drive, Belleville, MI 48111  
Telephone/FAX No: 800-592-5489, FAX 800-592-5329  
EPA ID No.: MI D000724831

Pricing subject to receipt of waste profile and approval of waste by EQ.

FROM :

## SMITH TECHNOLOGY CORPORATION

REQUEST FOR QUOTATION  
RFQ # 8391-01

Job Name: U.S. EPA Dayton Electroplating D.O. No.: 5001-05-411  
 Location: 1030 Valley St. RES Job No.: 8391  
 Dayton, Ohio 45404  
 EPA ID No.: OMD004278628  
 Contact: Todd Riseema, T & D Coordinator  
 (847) 437-3408  
 (847) 437-6064 FAX

Waste Stream Description: F007, F008 plating debris (whole vats), plating lines (piping), metal, PVC, plastic, glass, RCRA empty drums (formerly contained acute hazardous plating wastes), floor sweepings, wood pallets.

## Waste Composition:

1. Plating Vats (whole).....70-80%
2. Plating lines (piping, PVC, metal).....10-30%
3. RCRA Empty Drums.....10-30%
4. Plastic, wood, floor sweepings, glass, metal.....10-30%

Analytical Attached: Yes No X

Item	Description	Volume	Unit Price	Subtotal
1.	<u>Treatment/Disposal:</u>			
a.	Plating Debris F007, F008	est. 600 cu yds	_____	<u>No Bid</u>
2.	State and/or Haz Waste Taxes	est. 600 cu yds	_____	_____
3.	Profile/Analytical Fee	one (1)	_____	_____
4.	Roll Off Transportation	est. 20 loads	_____	_____
	"Spot Fee"/Box		_____	_____
	Liner Fee/Box		_____	_____
	Box Rental/Day		_____	_____
	Haul Rate to TSDF		_____	_____
5.	*Demurrage _____/hr after _____ hrs loading/unloading			
6.	Other Charges	_____	_____	_____

7. Estimated Total

No Bid

NOTE: ALL CHARGES WHICH ARE REASONABLY ANTICIPATED TO BE PART OF COMPLETION OF THE ABOVE WORK SHOULD BE INCLUDED IN THE ABOVE QUOTATION. CHARGES WHICH CANNOT BE ANTICIPATED OR ARE BEYOND THE CONTROL OF THE OFFEROR, SHOULD BE ATTACHED AS AN ADDENDUM TO THE QUOTATION ALONG WITH ANY WASTE ACCEPTABILITY CRITERIA.

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Please submit via facsimile by Tuesday, January 14, 1997.

PAY TERMS: NET 60

Submitted By: Steve Dymkowski Date: 1-14-97

Company Name: City Environmental, Inc.

Facility Address: \_\_\_\_\_

Telephone/FAX No: \_\_\_\_\_

EPA ID No.: \_\_\_\_\_

**CITY ENVIRONMENTAL, INC.**  
**1821 Walden Office Square**  
**Suite 400**  
**Schaumburg, IL 60173**

**FACSIMILE MESSAGE SHEET**

DATE: 1-14-97

PLEASE DELIVER THE FOLLOWING PAGE(S) TO:

NAME: Jodd Ritsma

COMPANY: Smith

FAX NUMBER: 847-437-6064

MESSAGE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FROM: **Jaye Gumkowski**

WE ARE SENDING 3 PAGES (INCLUDING THIS PAGE)

RETURN FAX NUMBER : (847) 925-5448

TO CALL OUR OFFICE: (847) 925-5438



Smith -97  
Model City

SMITH TECHNOLOGY CORPORATION

REQUEST FOR QUOTATION

RFQ # 8391-01

Job Name: U.S. EPA Dayton Electroplating  
Location: 1030 Valley St.  
Dayton, Ohio 45404  
EPA ID No.: OHD004278628  
Contact: Todd Ritsma, T & D Coordinator  
(847) 437-3408  
(847) 437-6084 FAX  
D.O. No.: 5001-05-411  
RES Job No.: 8391

Waste Stream Description: F007, F008 plating debris (whole vats), plating lines (piping), metal, PVC, plastic, glass, RCRA empty drums (formerly contained acute hazardous plating wastes), floor sweepings, wood pallets.

Waste Composition:

1. Plating Vats (whole).....70-80%
2. Plating lines (piping, PVC, metal).....10-30%
3. RCRA Empty Drums.....10-30%
4. Plastic, wood, floor sweepings, glass, metal.....10-30%

- vats must be crushed  
- DRUMS MUST BE SHREDED OR CRUSHED

Analytical Attached: Yes No X

Item	Description	Volume	Unit Price	Subtotal
1.	<u>Treatment/Disposal:</u>			
2.	Plating Debris F007, F008	est. 600 cu yds	\$ 11 line Ex. 4 [redacted] /cy (Based on national - 20cy Min Disp Fee (capacity of container)	
2.	State and/or Haz Waste Taxes	est. 600 cu yds	+ 6% town TAX	
3.	Profile/Analytical Fee	one (1)	+ 70% Sales tax if item does waived not transport	
4.	Roll Off Transportation	est. 20 loads	\$ 1 line Ex. 4 "Spot Fee"/Box [redacted] per drop off Liner Fee/Box Included in RATE Box Rental/Day [redacted] /DAY Haul Rate to T3DF [redacted] /TRIP	
5.	Demurrage	85 /hr after 2 hrs loading/unloading	1 line Ex. 4	
6.	Other Charges			

Smith - 97  
Model City

7. Estimated Total \_\_\_\_\_

NOTE: ALL CHARGES WHICH ARE REASONABLY ANTICIPATED TO BE PART OF COMPLETION OF THE ABOVE WORK SHOULD BE INCLUDED IN THE ABOVE QUOTATION. CHARGES WHICH CANNOT BE ANTICIPATED OR ARE BEYOND THE CONTROL OF THE OFFEROR, SHOULD BE ATTACHED AS AN ADDENDUM TO THE QUOTATION ALONG WITH ANY WASTE ACCEPTABILITY CRITERIA.

The Offeror understands that rigid compliance with all applicable federal, state, and local laws and regulations, as well as, industry standards concerning disposal of wastes generated from CERCLA sites, is mandatory.

Please submit via facsimile by Tuesday, January 14, 1997.

PAY TERMS: NET 60

Submitted By: Stephanie Pye Date: 1-14-97  
Company Name: Cwm Chemical Services  
Facility Address: 1550 Palmer Rd, Model City, NY 14107  
Telephone/FAX No: 716 754 8231 / 716 754-0211  
EPA ID No: NYD649836679

- MACROENCAPSULATION
- OATS must be CRUSHED FOR ACCEPTANCE
- DRUMS must be CRUSHED / SHREDED

WASTE MANAGEMENT  
NATIONAL ACCOUNTS  
3003 BUTTERFIELD ROAD - 720 BUILDING  
OAKBROOK, ILLINOIS 60521  
630/218-1891 (OFFICE #)  
630/684-7074 (FAX #)

TELECOPIER COVER LETTER

TO: Todd Ritsema DATE: 1-14-97  
FROM: STEPHANIE PYE TIME: 11 10 CST  
TOTAL NUMBER OF PAGES INCLUDING THIS PAGE: (5)  
IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE INFORM ME  
IMMEDIATELY. MY NUMBER IS 630/218-1891.

COMMENTS: \_\_\_\_\_

Proposal for USEPA Dayton  
Electroplating in Dayton, Ohio

- Model City = Macroencapsulation
- Adams Center = Secure Landfill




## MEMORANDUM

Todd Ritsema, T & D Coordinator  
EPA Contracts Office  
2080 S. Carboy Rd.  
Mt. Prospect, IL 60056

---

TO: Steve Renninger, OSC

DATE: January 13, 1997 

RE: RFQ for Plating Debris

---

The following facilities received the attached RFQ No. 8391-01 today for the plating debris discussed earlier. Bids are due by C.O.B. Tuesday January 14, 1997. Each facility was also checked for compliance with the CERCLA off site policy rule.

Compliance was confirmed by Ms. Gertrude Matuschkovitz on Monday January 13, 1997 at 2:00 pm. Please note the following:

City Environmental  
1923 Frederick  
Detroit, Michigan  
Inspected December 17, 1996 - Acceptable

The Environmental Quality Company (formerly Michigan Disposal)  
49350 N. I-94 Service Dr.  
Belleville, Michigan  
Inspected September 20, 1996 - Acceptable

Envirosafe Services of Ohio  
876 Otter Creek Rd.  
Oregon, Ohio  
Inspected May 22, 1996 - Acceptable

Chem Met Services  
18550 Allen Rd.  
Wyandotte, Michigan  
Inspected November 25, 1996 - Acceptable

If you should have any questions please feel free to give me a call.

attachments



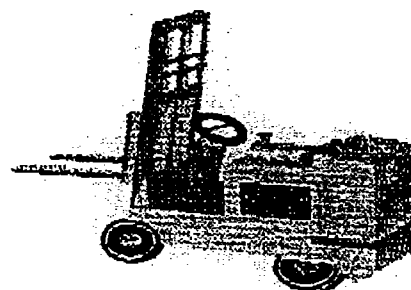
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31232221

**SMITH**  
TECHNOLOGY CORPORATION



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**Fax Cover Sheet**

To: Jaye Gumkowski  
Company: City Environmental  
Phone: 925-5438  
Fax: 925-5448

Todd L. Ritsema  
From: **Transportation & Disposal Coordinator**  
**ERCS EPA Region V**  
**EPA Contracts Office**

Company: **SMITH TECHNOLOGY CORPORATION**  
**Construction & Remediation Services**  
**2080 S. Carboy Road**  
**Mt. Prospect, Illinois 60056**

Phone: **847-437-3408**  
ERCS Fax: **847-437-6064**

Date: **January 13, 1996**

Number of pages : **3**

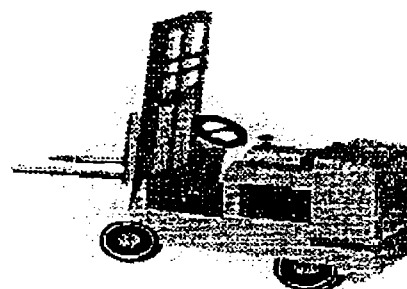
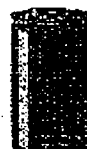
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31232221

**SMITH**  
TECHNOLOGY CORPORATION



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**Fax Cover Sheet**

To: Michael Sullivan  
Company: Chem-Met Services  
Phone: 414-351-2418  
Fax: 414-351-2458

Todd L. Ritsema  
From: Transportation & Disposal Coordinator  
ERCS EPA Region V  
EPA Contracts Office

Company: SMITH TECHNOLOGY CORPORATION  
Construction & Remediation Services  
2080 S. Carboy Road  
Mt. Prospect, Illinois 60056

Phone: 847-437-3408  
ERCS Fax: 847-437-6064

Date: January 13, 1996

Number of pages : 3

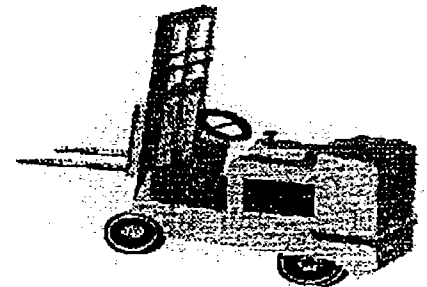
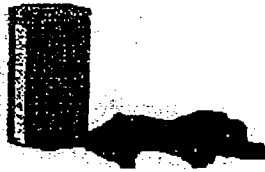
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31232221

**SMITH**  
TECHNOLOGY CORPORATION



---

**Fax Cover Sheet**

To: Stephanie Pye  
Company: Chemical Waste Management  
Phone: 630-218-1891  
Fax: 630-684-7074

From: Todd L. Ritsema  
Transportation & Disposal Coordinator  
ERCS EPA Region V  
EPA Contracts Office

Company: SMITH TECHNOLOGY CORPORATION  
Construction & Remediation Services  
2080 S. Carboy Road  
Mt. Prospect, Illinois 60056

Phone: 847-437-3408  
ERCS Fax: 847-437-6064

Date: January 13, 1996

Number of pages : 3

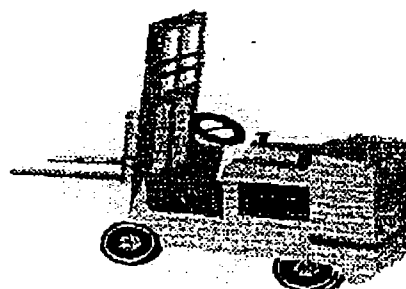
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31232221



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**Fax Cover Sheet**

To: Wilson Anthony  
Company: The Environmental Quality Co.  
Phone: 630-443-7260  
Fax: 630-443-7905

Todd L. Ritsema  
From: **Transportation & Disposal Coordinator**  
**ERCS EPA Region V**  
**EPA Contracts Office**

Company: **SMITH TECHNOLOGY CORPORATION**  
**Construction & Remediation Services**  
**2080 S. Carboy Road**  
**Mt. Prospect, Illinois 60056**

Phone: **847-437-3408**  
ERCS Fax: **847-437-6064**

Date: **January 13, 1996**

Number of pages : 3

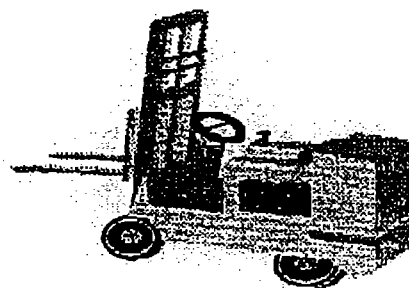
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31252221

**SMITH**  
TECHNOLOGY CORPORATION



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**Fax Cover Sheet**

To: Dave Eagleson  
Company: Envirosafe Services of Ohio  
Phone: 223-8311  
Fax: 223-8312

Todd L. Ritsema  
From: **Transportation & Disposal Coordinator**  
**ERCS EPA Region V**  
**EPA Contracts Office**

Company: **SMITH TECHNOLOGY CORPORATION**  
**Construction & Remediation Services**  
**2080 S. Carboy Road**  
**Mt. Prospect, Illinois 60056**

Phone: **847-437-3408**  
ERCS Fax: **847-437-6064**

Date: **January 13, 1996**

Number of pages : **3**

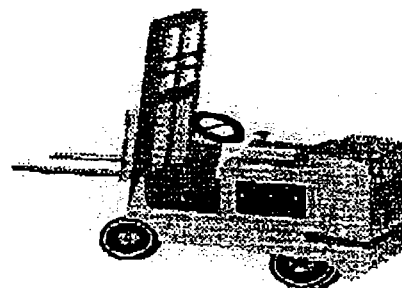
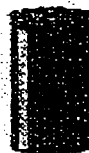
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31232221

**SMITH**  
TECHNOLOGY CORPORATION



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**Fax Cover Sheet**

To: Jeff Grier  
Company: Laidlaw Environmental Services  
Phone: 815-477-3670  
Fax: 815-477-3682

From: Todd L. Ritsema  
Transportation & Disposal Coordinator  
ERCS EPA Region V  
EPA Contracts Office

Company: SMITH TECHNOLOGY CORPORATION  
Construction & Remediation Services  
2080 S. Carboy Road  
Mt. Prospect, Illinois 60056

Phone: 847-437-3408  
ERCS Fax: 847-437-6064

Date: January 13, 1996

Number of pages : 3



THE ENVIRONMENTAL QUALITY COMPANY ®

Customer Acct #2309

Customer Approval/Quote Confirmation

January 22, 1997

TODD RITSEMA  
SMITH ENVIRONMENTAL - IL, IN,  
GOVERNMENT DIVISION  
2080 S. CARBOY ROAD  
MT. PROSPECT, IL 60056

This Approval/Quote Confirmation acknowledges the acceptability of the waste described and ensures that the EQ environmental protection facility identified below has the appropriate permit(s) issued by federal and state regulatory agencies to properly transport, treat, and/or dispose of the following waste material(s):

**EQ FACILITY:** EQ-The Environmental Quality Company (MID000724831)  
49350 North I-94 Service Drive, Belleville, Michigan 48111

Approval Number	Container	Price	Surcharge
012197EA	YARD	\$120.00	Exempt

The Approval(s) listed above are based upon information supplied to EQ by your company. The generator identified above is ultimately responsible for the accuracy and completeness of the characterization information provided and other information that was provided during the technical approval process. The generator must notify the EQ Customer Satisfaction Department immediately upon knowledge of any changes to this information. The Approval(s) and Quotes(s) listed above will expire on the date(s) noted on the attached sheets(s). Any new Approvals and Quotes obtained from EQ on future business will be valid for a period of one (1) year from the date of issuance. Within 90 days of the Approval Expiration Date, you will be notified of the requirements for recertification. Please contact our Scheduling Department at 1-800-TRKTRAC (875-8722) to coordinate delivery of your waste stream(s).

I, Todd L. Ritsema hereby certify that I have reviewed the  
(Authorized Customer Signature)

information contained in this Confirmation and agree to its contents and terms and conditions as set forth.

Printed Name: TODD L. RITSEMA Date: 1-22-97

Purchase/Work Order Number: 8391-1-002 (please prepare document for EQ-The Environmental Quality Co.)

If you have any questions, please call us toll free at 1-800-KWALITY (592-5489)  
Mail or fax back this Confirmation to 1-800-KWALFAX (592-5329)

YOUR BUSINESS. OUR SOLUTIONS. A PRODUCTIVE PARTNERSHIP.®

49350 North I-94 Service Drive, Belleville, Michigan 48111 • 1-800-592-5489

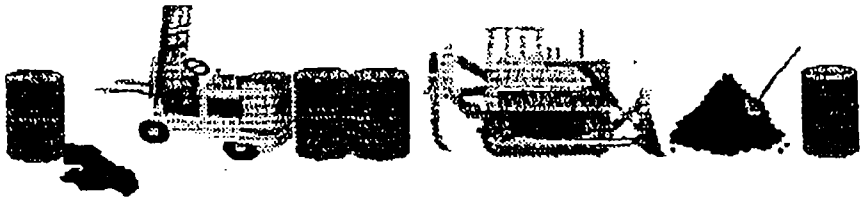


THE ENVIRONMENTAL QUALITY COMPANY ®

**Customer Acct #2309****Customer Approval/Quote Confirmation****January 22, 1997****EQ FACILITY: EQ-The Environmental Quality Company (MID000724831)**

Approval Number:	012197EA	
Generator Name:	US EPA DAYTON ELECTROPLATING	
Waste Common Name:	DEBRIS	
Generator EPA ID #:	OHD004278628	Approval Expires On: 01/22/98
Customer Quote#:	25000657-0	Price: <del>XXXXXX</del> 1 line Ex. 4
Approved Container:	YARD	Surcharge: Exempt
Primary Waste Code:	F007	
Secondary Waste Code(s):	F008	





# Fax Cover Sheet

To: *STEVE*

**Company:**

**Phone:**

**Fax:**

**Todd L. Ritsema**

**From: Transportation & Disposal Coordinator  
ERCS EPA Region V  
Program Management Office**

**Company:**

**SMITH TECHNOLOGY CORPORATION**  
Construction & Remediation Services  
2080 S. Carboy Road  
Mt. Prospect, Illinois 60056

**Phone: 847-437-3408**

**ERCS Fax: 847-437-6064**

Date: 1-22

**Number of pages :**

3

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**Comments:**

## Approval for Plating Debris

*Handwritten signature*

## SMITH TECHNOLOGY CORPORATION

Dayton Electroplating  
5001-05-411

Transportation and Disposal Services  
F007, F008 Plating Debris (Treatment fb. Landfill)

## Quotation Summary

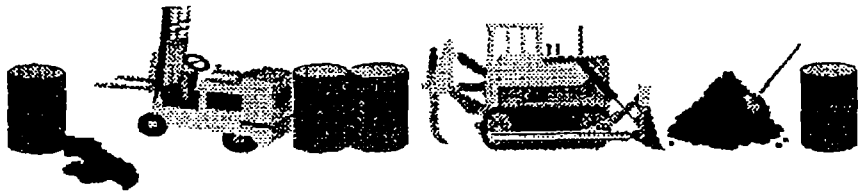
Requisitioner: Todd Ritsema

Dayton Electroplating Job 8391		Chem. Waste Mgmt.		Michigan Disposal		City Environmental		Chem Met Services		Envirosafe Services	
		Model City, NY		Belleville, MI		Detroit, MI		Wyandotte, MI		Oregon, OH	
		630-218-1891		800-592-5489		313-923-0080		414-351-2418		847-223-8311	
		Stephanie Pye		Wilson Anthony		Jaye Gumkowski		Mike Sullivan		Dave Eagleson	
DESCRIPTION	QTY	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
Plating Debris	600 cu yds					1 line Ex.4	NO BID		NO BID		NO BID
State/Hazardous Taxes	600 cu yds	6%		exempt	N/A						
Profile/Analytical Fee	one (1)	N/C	1 line Ex.4 N/A	N/C	N/A						
Transportation:	est. 20 loads										
"Spot" Fee	two (2)					1 line Ex.4					
Liner/Box	20	included	N/A	included	N/A						
Box Rental/Day/Box	TBD/box	/day	1 line Ex.4	/day	1 line Ex.4						
Haul Rate to TSDF	20					1 line Ex.4					
Demurrage/Hour		/hr	after 2 hrs	/hr	2 hrs free						
		1 line Ex.4		1 line Ex.4							
Subtotals							NO BID (1)		NO BID (1)		NO BID (2)
			1 line Ex.4		1 line Ex.4						

\*Prices are for microencapsulation treatment in accordance with UTS. Vats must be crushed and drums must be shredded, cut up or crushed (steel).

(1) Declined to bid based on "non-competitive" pricing structure.

(2) Declined to bid based on "whole" vat acceptance criteria. Debris must meet size restrictions.



# Fax Cover Sheet

**To:**

Steve Long

**Company:**

**Phone:**

**Fax:**

**Todd L. Ritsema**

**From: Transportation & Disposal Coordinator  
ERCS EPA Region V  
Program Management Office**

**Company:**

**SMITH TECHNOLOGY CORPORATION**  
Construction & Remediation Services  
2080 S. Carboy Road  
Mt. Prospect, Illinois 60056

**Phone: 847-437-3408**

**ERCS Fax: 847-437-6064**

**Date:**

1-15-97

**Number of pages :**

2

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**Comments:**

## Final Summary of Debris Bill

## SMITH TECHNOLOGY CORPORATION

Dayton Electroplating  
5001-05-411

Transportation and Disposal Services  
FO07, FO08 Plating Debris (Treatment fb. Landfill)

## Quotation Summary

Requisitioner: Todd Ritsema

Dayton Electroplating Job 8391		Chem. Waste Mgmt.		Michigan Disposal		City Environmental		Chem Met Services		Envirosafe Services	
		Fort Wayne, IN		Belleville, MI		Detroit, MI		Wyandotte, MI		Oregon, OH	
		630-218-1891		800-592-5489		313-923-0080		414-351-2418		847-223-8311	
		Stephanie Pye		Wilson Anthony		Jaye Gumkowski		Mike Sullivan		Dave Eagleson	
DESCRIPTION	QTY	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
Plating Debris	600 cu yds					1 line Ex. 4	NO BID				
State/Hazardous Taxes	600 cu yds	6%		exempt	N/A						
Profile/Analytical Fee	one (1)	N/C	1 line Ex. 4 N/A	N/C	N/A						
Transportation:	est. 20 loads					1 line Ex. 4					
"Spot" Fee	two (2)										
Liner/Box	20	included	N/A	included	N/A						
Box Rental/Day/Box	TBD/box	/day	1 line Ex. 4	/day	1 line Ex. 4						
Haul Rate to TSDF	20										
Demurrage/Hour		/hr	after 2 hrs	/hr	2 hrs free	1 line Ex. 4					
Subtotals							NO BID				
			1 line Ex. 4		1 line Ex. 4						

\*Prices are for microencapsulation treatment in accordance with UTS. Vats must be crushed and drums must be shredded, cut up or crushed (steel).

## SMITH TECHNOLOGY CORPORATION

Dayton Electroplating  
5001-05-411

Transportation and Disposal Services  
F007, F008 Plating Debris ("Direct Landfill")

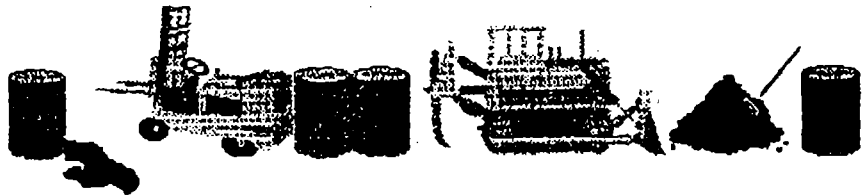
## Quotation Summary

Requisitioner: Todd Ritsema

Dayton Electroplating Job 8391		Michigan Disposal		City Environmental		Chem Met Services		Chem. Waste Mgmt.		Envirosafe Services	
		Belleville, MI		Detroit, MI		Wyandotte, MI		Fort Wayne, IN		Oregon, OH	
		800-592-5489		313-923-0080		414-351-2418		630-218-1891		847-223-8311	
		Wilson Anthony		Jaye Gumkowski		Mike Sullivan		Stephanie Pye		Dave Eagleson	
DESCRIPTION	QTY	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
Plating Debris	600 cu yds			line Ex.4	NO BID					line Ex.4	
State/Hazardous Taxes	600 cu yds	exempt	N/A							line Ex.4	
Profile/Analytical Fee	one (1)	N/C	N/A								
Transportation:	est. 20 loads										
"Spot" Fee	two (2)			line Ex.4						line Ex.4	
Liner/Box	20	included	N/A								
Box Rental/Day/Box	TBD/box	day	line Ex.4								
Haul Rate to TSDF	20			line Ex.4						line Ex.4	
Demurrage/Hour		/hr	2 hrs free								
		line Ex.4									
Subtotals				line Ex.4	NO BID					line Ex.4	

1. Taxes/ton based on a total of 360 tons (est. 15 tons/load)
2. Universal Treatment Standards for F007, F008 are as follows (metals are for TCLP extract and cyanide values are for totals):

Cadmium -	0.19 ppm	Nickel -	5.0 ppm
Chromium -	0.86 ppm	Cyanide -	30 ppm (amenable)
Lead -	0.37 ppm	Cyanide -	590 ppm (total)
Silver -	0.30 ppm		

**SMITH**  
TECHNOLOGY CORPORATION**Fax Cover Sheet**

To: Steve Jay  
Company: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

Todd L. Ritsema  
From: Transportation & Disposal Coordinator  
ERCS EPA Region V  
Program Management Office

Company: SMITH TECHNOLOGY CORPORATION  
Construction & Remediation Services  
2080 S. Carboy Road  
Mt. Prospect, Illinois 60056

Phone: 847-437-3408  
ERCS Fax: 847-437-6064

Date: 1-14-97

Number of pages : 3

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**Comments:**

<i>Preliminary Summary of Debris bids received</i>
<i>Call out's.</i>
<i>JK</i>
<i>Please Notice Direct vs. Treatment Pricing Structure</i>

**MEMORANDUM**

Todd Ritsema, T & D Coordinator  
EPA Contracts Office  
2080 S. Carboy Rd.  
Mt. Prospect, IL 60056

---

**TO:** Steve Renninger, OSC

**DATE:** January 13, 1997 

**RE:** RFQ for Plating Debris

---

The following facilities received the attached RFQ No. 8391-01 today for the plating debris discussed earlier. Bids are due by C.O.B. Tuesday January 14, 1997. Each facility was also checked for compliance with the CERCLA off site policy rule.

Compliance was confirmed by Ms. Gertrude Matuschkovitz on Monday January 13, 1997 at 2:00 pm. Please note the following:

City Environmental  
1923 Frederick  
Detroit, Michigan  
Inspected December 17, 1996 - Acceptable

The Environmental Quality Company (formerly Michigan Disposal)  
49350 N. I-94 Service Dr.  
Belleville, Michigan  
Inspected September 20, 1996 - Acceptable

Envirosafe Services of Ohio  
876 Otter Creek Rd.  
Oregon, Ohio  
Inspected May 22, 1996 - Acceptable

Chem Met Services  
18550 Allen Rd.  
Wyandotte, Michigan  
Inspected November 25, 1996 - Acceptable

If you should have any questions please feel free to give me a call.

attachments

## SMITH TECHNOLOGY CORPORATION

## REQUEST FOR QUOTATION

RFQ # 8391-01

Job Name: U.S. EPA Dayton Electroplating D.O. No.: 5001-05-411  
Location: 1030 Valley St. RES Job No.: 8391  
Dayton, Ohio 45404  
EPA ID No.: OHD004278628

Contact: Todd Ritsema, T & D Coordinator  
(847) 437-3408  
(847) 437-6064 FAX

Waste Stream Description: F007, F008 plating debris (whole vats), plating lines (piping), metal, PVC, plastic, glass, RCRA empty drums (formerly contained acute hazardous plating wastes), floor sweepings, wood pallets.

## Waste Composition:

1. Plating Vats (whole).....70-80%
2. Plating lines (piping, PVC, metal).....10-30%
3. RCRA Empty Drums.....10-30%
4. Plastic, wood, floor sweepings, glass, metal.....10-30%

Analytical Attached: Yes No X

Item	Description	Volume	Unit Price	Subtotal
1.	<u>Treatment/Disposal:</u>			
a.	Plating Debris F007, F008	est. 600 cu yds	_____	_____
2.	State and/or Haz Waste Taxes	est. 600 cu yds	_____	_____
3.	Profile/Analytical Fee	one (1)	_____	_____
4.	Roll Off Transportation	est. 20 loads		
		"Spot Fee"/Box	_____	_____
		Liner Fee/Box	_____	_____
		Box Rental/Day	_____	_____
		Haul Rate to TSDF	_____	_____
5.	*Demurrage _____/hr after _____ hrs loading/unloading			
6.	Other Charges	_____	_____	_____



## 7. Estimated Total \_\_\_\_\_

NOTE: ALL CHARGES WHICH ARE REASONABLY ANTICIPATED TO BE PART OF COMPLETION OF THE ABOVE WORK SHOULD BE INCLUDED IN THE ABOVE QUOTATION. CHARGES WHICH CANNOT BE ANTICIPATED OR ARE BEYOND THE CONTROL OF THE OFFEROR, SHOULD BE ATTACHED AS AN ADDENDUM TO THE QUOTATION ALONG WITH ANY WASTE ACCEPTABILITY CRITERIA.

The Offeror understands that rigid compliance with all applicable federal, state, and local laws and regulations, as well as, industry standards concerning disposal of wastes generated from CERCLA sites, is mandatory.

Please submit via facsimile by Tuesday, January 14, 1997.

PAY TERMS: NET 60

Submitted By: \_\_\_\_\_ Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Facility Address: \_\_\_\_\_

Telephone/FAX No: \_\_\_\_\_

EPA ID No.: \_\_\_\_\_



DAYTON ELECTROPLATING SITE  
PHONE NO. (937) 223-6768  
FAX NO. (937) 223-6772

INCLUDING THIS PAGE THERE ARE 2 PAGES BEING TRANSMITTED.

DATE:

1/23/97

TO:

TODD RITSEMA

COMPANY:

SMITH

PHONE:

FAX:

847-437-5945

FROM:

SIR

COMMENTS:

SUBCONTRACT / DEBRIS



DAYTON ELECTROPLATING SITE  
PHONE NO. (937) 223-6768  
FAX NO. (937) 223-6772

INCLUDING THIS PAGE THERE ARE 10 PAGES BEING TRANSMITTED.

DATE:

1/21/97

TO:

BOB DUMELLE

COMPANY:

EPA / CONTRACTING OFFICER

PHONE:

FAX:

312-353-1879

FROM:

STEVE RENNINGER

COMMENTS:

SUBCONTRACT CONSENT PACKAGE — T&D

CALL IF YOU NEED ADDITIONAL INFO.